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No. 30] NEW DELHI, JULY 20—JULY 26, 2014, SATURDAY/ASADHA 29—SRAVANA 4, 1936

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

### गृह मंत्रालय

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2055.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालय में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप एतद्वारा अधिसूचित करती है:

के.ओ.सु. बल इकाई डीएमआरसी, दिल्ली

[सं. 12017/1/2012-हिन्दी]

अवधेश कुमार मिश्र, निदेशक (राजभाषा)

MINISTRY OF HOME AFFAIRS

New Delhi, the 18th July, 2014

**S.O. 2055.**—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rule, 1976 (as amended in 1987), the Central Government hereby notifies the following office of the Ministry of Home Affairs, wherein the percentage of the

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staff having working knowledge of Hindi has gone above 80% :

CISF Unit DMRC, Delhi

[No. 12017/1/2012-Hindi]

AVADHESH KUMAR MISHRA, Director (OL)

### संचार और सूचना प्रौद्योगिकी मंत्रालय

( इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग )

नई दिल्ली, 15 जुलाई, 2014

**का.आ. 2056.**—केन्द्र सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग के प्रशासनिक नियंत्रण के अंतर्गत आने वाले राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (नाइलिट) नामक स्वायत्त संस्था के दूसरी मंजिल, पार्श्वनाथ मेट्रो मॉल, इंदरलोक मेट्रो स्टेशन, दिल्ली स्थित केन्द्र, जिसके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है ।

[सं. 7(2)/2005-हि.अ.]

राजकुमार गोयल, संयुक्त सचिव

(5357)

**MINISTRY OF COMMUNICATION AND  
INFORMATION TECHNOLOGY**

**(Department of Electronics and Information Technology)**

New Delhi, the 15h July, 2014

**S.O. 2056.**—In pursuance of sub-rule (4) of the rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Centre of National Institute of Electronics and Information Technology (NIELIT), an autonomous society under the administrative control of the Department of Electronics and Information Technology, located at IInd floor, Parsvnath Metro Mall, Inderlok Metro Station, Delhi-110052, More than 80% staff whereof have acquired the working knowledge of Hindi.

[No. 7(2)/2005-H.S.]

R. K. GOYAL, Jt. Secy.

**शहरी विकास मंत्रालय**

( सेरिमोनियल अनुभाग/निर्माण प्रभाग )

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2057.**—दिनांक 31 मार्च, 2011 की अधिसूचना सं. 25011/7/85-डब्ल्यू 2 में आंशिक संशोधन करते हुए केन्द्र सरकार

राजघाट समाधि अधिनियम, 1951 (1951 का 41) की धारा 4 की उप-धारा (1), (2) तथा (3) के साथ पठित द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री कमल नाथ के स्थान पर श्री एम. वेंकैया नायडु शहरी विकास मंत्री को राजघाट समाधि समिति के अध्यक्ष के रूप में नियुक्त करती है।

[सं. 25011/7/85-डब्ल्यू 2]

रॉबिन अदावल, निदेशक (निर्माण)

**MINISTRY OF URBAN DEVELOPMENT**

**(Ceremonial Section/Works Division)**

New Delhi, the 16th July, 2014

**S.O. 2057.**—In partial modification of the Notification No. 25011/7/85-W2 dated 31st March, 2011, the Central Government appoints Shri M. Venkaiah Naidu, Minister of Urban Development, as Chairman of Rajghat Samadhi Committee in place of Shri Kamal Nath, in exercise of the powers conferred by Section 3 read with sub-section (1), (2) and (3) of Section 4 of the Rajghat Samadhi Act, 1951 (41 of 1951).

[No. 25011/7/85-W2]

ROBIN ADAVAL, Director (Works)

**स्वास्थ्य एवं परिवार कल्याण मंत्रालय**

( स्वास्थ्य एवं परिवार कल्याण विभाग )

नई दिल्ली, 9 जुलाई, 2014

**का.आ. 2058.**—जबकि भारतीय चिकित्सा परिषद् संशोधन अध्यादेश, 2013 की धारा 3क की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 06 नवंबर, 2013 को भारतीय चिकित्सा परिषद् का पुनर्गठन किया गया;

और जबकि केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खंड (ख) के अनुसरण में और संबंधित विश्वविद्यालयों/स्वास्थ्य विज्ञान विश्वविद्यालयों द्वारा यथा सूचित, निम्नलिखित व्यक्ति को इस अधिसूचना के जारी होने की तिथि से चार वर्षों के लिए भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में केन्द्र सरकार द्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित संशोधन किए जाते हैं, अर्थात् :

भारत सरकार, स्वास्थ्य एवं परिवार कल्याण मंत्रालय की दिनांक 06 नवंबर, 2013 की अधिसूचना संख्या का.आ. 3325(अ) और उसके संशोधन में अंतिम प्रविष्टि तथा तत्संबंधी प्रविष्टि में निम्नलिखित को जोड़ा जाएगा, अर्थात् :

क्रम सं.	विश्वविद्यालय का नाम	निर्वाचित सदस्य का विवरण	चुनाव का तरीका
38.	पीपुल्स विश्वविद्यालय, भोपाल	डॉ. विजय कुमार मांडया, कुलपति, पीपुल्स विश्वविद्यालय, भोपाल	प्रबंधन बोर्ड द्वारा निर्वाचित

[संख्या वी. 11013/7/2013-एम ई पी-1]

अमित बिश्वास, अवर सचिव

**पाद टिप्पणी :** दिनांक 9 जनवरी, 1960 के का.आ. 138 के तहत भारत के राजपत्र में मुख्य अधिसूचना प्रकाशित की गई थी और भारतीय आयुर्विज्ञान परिषद् (संशोधन), द्वितीय अध्यादेश, 2013 (2013 का 11) के तहत अंतिम बार संशोधित किया गया था।

**MINISTRY OF HEALTH AND FAMILY WELFARE****(Department of Health and Family Welfare)**

New Delhi, the 9th July, 2014

**S.O. 2058.**—Whereas on 6th November, 2013, the Medical Council of India was re-constituted in exercise of the powers conferred by sub-section (1) of Section 3A of the Indian Medical Council (Amendment) Ordinance, 2013;

And whereas the Central Government, in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and as informed by the respective universities/health science universities, the following have been elected to be a member of the Medical Council of India for four years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely :

In the notification of the Government of India in the Ministry of Health and Family Welfare number S.O. 3325(E) dated the 06th November, 2013 and amendments thereto, after the last entry and entry relating thereto, the following shall be inserted, namely :

Sl. No.	Name of the University	Details of the Elected Member	Mode of Election
38.	People's University, Bhopal	Dr. Vijay Kumar Pandya, Vice-Chancellor, People's University, Bhopal	Elected by Board of Management

[No. V. 11013/7/2013-MEP-I]

AMIT BISWAS, Under Secy.

**Foot Note :** The principal notification was published in the Gazette of India vide number S.O. 138 dated the 9th January, 1960 and was last amended vide Indian Medical Council (Amendment) Second Ordinance, 2013 (11 of 2013).

**विद्युत मंत्रालय**

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2059.**—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड के जी.आई.एस. 400/220 केवी उपकेन्द्र, (निकट फाजिलपुर गांव), सेक्टर 71ए/72, सोहना रोड, गुडगांव-122002 (हरियाणा), जिसके 80 प्रतिशत कर्मचारीवृंद ने हिन्दी का कार्यसाधक ज्ञात प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है ।

[सं. 11017/10/2013-हिन्दी]

डॉ. आर. सी. शर्मा, संयुक्त निदेशक (रा.भा.)

**MINISTRY OF POWER**

New Delhi, the 18th July, 2014

**S.O. 2059.**—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify the G.I.S. 400/220 KV Sub-station (Near Fazilpur Village) Sector 71A/72, Sohna Road, Gurgaon-122002 (Haryana) of the Power Grid Corporation of India Ltd. under the administrative control of Ministry of Power, where 80% of the staff have acquired working knowledge of Hindi.

[No. 11017/10/2013-Hindi]

Dr. R. C. SHARMA, Jt. Director (O.L.)

**वस्त्र मंत्रालय**

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2060.**—केन्द्रीय सरकार (संघ के शासकीय प्रयोजनों के लिए) राजभाषा नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय को जिसके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

1. हस्तशिल्प विपणन एवं सेवा विस्तार केन्द्र, विकास आयुक्त (हस्तशिल्प) का कार्यालय, 192-नई अनाज मंडी, रेवाड़ी-123401 (हरियाणा)
2. हस्तशिल्प विपणन एवं सेवा विस्तार केन्द्र, विकास आयुक्त (हस्तशिल्प) का कार्यालय, सत्यम टॉवर, 6वीं मंजिल, मणिनगर रेलवे स्टेशन के सामने, मणिनगर पश्चिम, अहमदाबाद-380008 (गुजरात)
3. अनुसंधान प्रसार केन्द्र, केन्द्रीय रेशम बोर्ड, ईण्टाली रोड, फतहनगर-313205 जिला उदयपुर (राजस्थान)
4. रेशम उत्पादन प्रशिक्षण विद्यालय, केन्द्रीय रेशम बोर्ड, ईण्टाली रोड, फतहनगर-313205 जिला उदयपुर (राजस्थान)
5. वस्त्र परीक्षण प्रयोगशाला/प्रदर्शन एवं तकनीकी सेवा केन्द्र, केरेप्रौअसं, केन्द्रीय रेशम बोर्ड, चन्द्रलोक काम्प्लेक्स, तीसरी मंजिल, घंटाघर, भागलपुर-812001 (बिहार)
6. प्रदर्शन एवं तकनीकी सेवा केन्द्र, केरेप्रौअसं., केन्द्रीय रेशम बोर्ड, श्री जगन्नाथ एवेन्यू, बर्धमान कम्पाउन्ड, कालेज चौक, कटक-753003 (ओडिशा)
7. अनुसंधान प्रसार केन्द्र, केतअवप्रसं. केन्द्रीय रेशम बोर्ड, ब्रह्मनगर, राबर्टसगंज, सोनभद्र-231216 (उत्तर प्रदेश)

[सं. ई-11016/1/2011-हिन्दी]

सुनयना तोमर, संयुक्त सचिव

**MINISTRY OF TEXTILES**

New Delhi, the 23rd July, 2014

**S.O. 2060.**—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for the Official Purpose of the Union) Rule, 1976, the Central Government hereby notifies the following offices of the Ministry of Textile, more than 80% staff whereof have acquired working knowledge of Hindi :

1. Handicraft Marketing and Service Centre, Development Commissioner (Handicraft), 192-Nai Anaj Mandi, Rewari-123401 (Haryana)
2. Handicraft Marketing and Service Centre, Development Commissioner (Handicraft), Satyam Tower, 6th floor, Opposite of Maninagar Railway Station, Maninagar West, Ahmedabad-380008 (Gujarat)
3. Research Extension Centre, Central Silk Board, Intaly Road, Fatehnagar-313205, District Udaipur (Rajasthan)
4. Sericulture Training School, Central Silk Board, Intaly Road, Fatehnagar-313205, District Udaipur (Rajasthan)
5. Textile Testing Laboratory/Demonstration-cum-Technical Service Centre, CSTRI, Central Silk Board, Chandralok Complex, 3rd Floor, Ghantaghar, Bhagalpur-812001 (Bihar)
6. Demonstration-cum-Technical Service Centre, CSTRI, Central Silk Board, Sri Jagannath Avenue, Bardhaman Compound, College Chowk, Cuttack-753003 (Odisha)
7. Research Extension Centre, CTR & TI, Central Silk Board, Brahmanagar, Sonbhadra-231216 (U.P.)

[No. E-11016/1/2011-Hindi]

SUNAINA TOMAR, Jt. Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

( उपभोक्ता मामले विभाग )

( भारतीय मानक ब्यूरो )

नई दिल्ली, 15 जुलाई, 2014

**का.आ. 2061.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा. मा. सं./भाग/खण्ड/वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	2840862	3/01/2014	मनमल एण्ड सन्स, 104, पहला माला, जे. पी. कोलाको इण्डस्ट्रीज इस्टेट, वालीव, वसई पूर्व, जिला ठाणे-401 208	घरेलु और समान प्रयोजनों के लिए स्विचे	भा. मा. 3854 : 1997
2.	2840963	3/01/2014	मनमल एण्ड सन्स, 104, पहला माला, जे. पी. कोलाको इण्डस्ट्रीज इस्टेट, वालीव, वसई पूर्व, जिला ठाणे-401 208	250 वोल्टता और 16 एम्पीअर्स तक रेटित धारा के प्लग और सॉकेट	भा. मा. 1293 : 2005
3.	2840155	6/01/2014	स्टरलाईट टेक्नोलॉजीज लि. सर्वे सं. 209ए, फेस 2, पिपरिया इण्ड. इस्टेट, सिलवासा, जिला दादरा और नगर हवेली-396 230	शिरोपरि प्रेषण प्रयोजनों के लिए एल्यूमिनियम चालक—भाग-5, एल्यूमिनियम चालक, अतिरिक्त उच्च वोल्टता (400 केवी और अधिक) के लिए जस्तीकृत इस्पात प्रबलित	भा. मा. 398 भाग 5 : 1992
4.	2842361	6/01/2014	डैंग प्रोसेस इन्स्ट्रुमेंट्स, सी 4, नंदनवन इण्डस्ट्रीयल इस्टेट, एसीसी के सामने, एल बी एस मार्ग, ठाणे पश्चिम, जिला : ठाणे-400 604	एक्सप्लोसिव ऐटमॉस्फिअर्स—भाग-1, फलेमप्रूफ इनक्लोजर 'डी' द्वारा उपस्कर संरक्षा	भा.मा./आईईसी 60079 : भाग-1 2007
5.	2842058	13/01/2014	स्टरलाईट टेक्नोलॉजीज लि. सर्वे सं. 209ए, फेस 2, पिपरिया इण्ड. इस्टेट, सिलवासा, जिला दादरा और नगर हवेली-396 230	शिरोपरि प्रेषण प्रयोजनों के लिए एल्यूमिनियम चालक—भाग-2, एल्यूमिनियम चालक, जस्तीकृत इस्पात प्रबलित	भा.मा. 398 भाग-2 : 1996
6.	2846066	16/01/2014	प्रतीक एक्सप्लोजनप्रूफ प्रा. लि. सी 11, जेमनानी इण्डस्ट्रीयल कंपाउण्ड, प्लॉट सं. 143, वसार रोड, गायकवाड पाडा, अंबरनाथ पूर्व, जिला : ठाणे-421 501	एक्सप्लोसिव ऐटमॉस्फिअर्स—भाग-1, फलेमप्रूफ इनक्लोजर 'डी' द्वारा उपस्कर संरक्षा	भा.मा./आईईसी 60079 : भाग-1 2007

(1)	(2)	(3)	(4)	(5)	(6)
7.	2847371	28/01/2014	दिनेश इण्डस्ट्रीज, 104, कोपरगाँव इस्टेट, स्टेबल सं. 2, शेड सं. 8, 9 एवं 10, लवलेन, माझगाँव, मुंबई-400 010	बिजली के घरेलू खाद्य मिक्सर (द्रवीपर और ग्राइडर)	भा.मा. 4250 : 1980
8.	2849678	31/01/2014	इण्डस्ट्रीयल प्रोडक्ट्स, ए 15, सोनावाला इण्डस्ट्रीयल इस्टेट, सोनावाला क्रास रोड नं. 2, मोहन सिल्क मिल कं. गोरेगाँव पूर्व, मुंबई-400 063	एक्सप्लोसिव ऐटमॉस्फिअर्स—भाग-1, फलेमप्रूफ इनक्लोजर 'डी' द्वारा उपस्कर संरक्षा	भा.मा./आईईसी 60079 : भाग-1 2007

[सं. केन्द्रीय-प्रमाणन विभाग/13 :11]

टी. कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION****(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 15th July, 2014

**S.O. 2061.**—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

**SCHEDULE**

Sl. No.	Licence No.	Grant Date	Name and address (factory) of the party	Product	IS No./Part/Sec./ Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	2840862	3/01/2014	Manmal & Sons, 104, First Floor, J. P. Colaco Indl., Estate, Valiv, Vasai East, Distt. : Thane-402208	Switches for domestic and similar purposes	IS 3854 : 1997
2.	2840963	3/01/2014	Manmal & Sons, 104, First Floor, J. P. Colaco Indl., Estate, Valiv, Vasai East, Distt. : Thane-402208	Plugs and socket outlets of 250 volts and rated current up to 16 amperes	IS 1293 : 2005
3.	2840155	6/01/2014	Sterlite Technologies Ltd., Survey No. 209, Phase II, Pipria Indl., Estate, Silvassa, Distt. : Dadra and Nagar Haveli-396 230	Elastomer insulated cables Part 1 for working Voltages upto and including 1100 V	IS 9968 : Part 1 : 1988
4.	2842361	6/01/2014	DAG Process Instruments, C-4, Nandanvan Industrial Estate, Opposite ACC, LBS Marg, Thane (West), Distt. : Thane-400604	Explosive Atmospheres— Part 1 : Equipment Protection by Flameproof Enclosures “d”	IS/IEC 60079 : Part 1 : 2007

(1)	(2)	(3)	(4)	(5)	(6)
5.	2842058	13/01/2014	Sterlite Technologies Ltd., Survey No. 209, Phase II, Pipria Indl., Estate, Silvassa, Distt. : Dadra and Nagar Haveli-396 230	PVC insulated (Heavy Duty) Electric Cables : Part 1 for working Voltages upto and including 1100 V	IS 1554 : Part 1 : 1988
6.	2846066	16/01/2014	Prateek Explosionproof Pvt. Ltd., C-11, Gemnami Ind. Compound, Plot No. 143, Vasar Road, Gaikwad Pada, Ambernath East, Distt. : Thane-421 501.	Plugs and socket outlets of 250 volts and rated current upto 16 amperes	IS 1293 : 2005
7.	2847371	28/01/2014	Dinesh Industries, 104, Kopergaon Estate, Stable NBO 2, Shed No. 8, 9, 10, Lovelane, Mazgaon, Mumbai-400 010	Switches for domestic and similar purposes	IS 3854 : 1997
8.	2849678	31/01/2014	Industrial Products, A-15, Sonawala Indl. Estate, Sonawala, Cross Road No. 2, Mohan Silk Mill Compound, Goregaon (E), Mmbai-400 063	Switches for domestic and similar purposes	IS 3854 : 1997

[No. CMD/13 : 11]

T. KALAIIVANANA, Head (MUBO-EEE)

नई दिल्ली, 15 जुलाई, 2014

**का.आ. 2062.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं :—

**अनुसूची**

क्रम सं.	लाइसेंस सं.	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रकम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	7606677	रोशन इण्डस्ट्रीज, प्लॉट नं. 47, कुंडला रोड, अतुल इण्डस्ट्रीज इस्टेट के पास, विलेज वाडीवली, वाडा-421 303 जिला ठाणे	भा. मा. 9857 : 1990 वेल्लिंग केबल्स	15/01/2014
2.	3944576	ओसविन इण्डस्ट्रीज, गाला सं. 27/28, पहला माला, पटेल इण्ड. इस्टेट, न्यू विंग, दहिसर पुलिस स्टेशन के सामने, एस वी रोड, दहिसर पूर्व, मुंबई-400068	भा.मा. 3854 :1997 घरेलू और समान प्रयोजनों के लिए स्विचे	31/01/2014

[ सं. केन्द्रीय-प्रमाणन विभाग/13 : 13 ]

टी. कलैवाणन, प्रमुख (एमयूबीओ-ईईई)



New Delhi, the 15th July, 2014

**S.O. 2062.**—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each ::—

**SCHEDULE**

Sl. No.	Licence No.	Name and address of the licensee	Article/process with relevant Indian standard covered by the Licence	Date of cancellation
(1)	(2)	(3)	(4)	(5)
1.	7606677	Roshan Industries, Plot No. 47, Kundala Road, Nr. Atual Ind. Estate, Vill. : Vadavali, Wada-421 303 Dist. : Thane	IS 9857 : 1990 Welding Cables	15/01/2014
2.	3944576	Oswin Industries, G. No. 27/28, First Floor, Patel Industrial Estate, New Wing, Opp. Dahisar Police Station, S.V. Road, Dahisar (E), Mumbai-400 068	IS 3854 : 1997 Switches for domestic and similar purposes	31/01/2014

[No. CMD/13 : 13]

T. KALAIVANANA, Head (MUBO-EEE)

नई दिल्ली, 15 जुलाई, 2014

**का.आ. 2063.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

**अनुसूची**

क्रम सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा. मा. सं./भाग/ अनुभाग वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	4748884	20140619	मेसर्स आर. आर. एक्वा इंडस्ट्रीस, एस. एफ. सं. 1651/3, राजा तोट्टम, कुलूर, मोदाकुरिची पोस्ट, ईरोड-638 104	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
2.	4748783	20140619	मेसर्स विनु बालाजी मिनरल्स, एस. एफ. सं. 333, 2ए, 2बी, एल्लाकाडु तोट्टम, तन्नीर पन्नाल, मोप्पिरीपालयम पोस्ट, करुमत्तमपट्टी, कोयम्बतूर-641 659	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
3.	4749179	20140624	मेसर्स पयोनीर प्लाईवुड इंडस्ट्रीस, 10/100/1, ए. एस. पी. तोट्टम, सेनोडगौन्डनपुदुर रोड, मुतूगौन्डन पुदुर, सुलूर, कोयम्बतूर-641 402	सामान्य प्रयोजनों के लिए प्लाईवुड	IS 303 : 1989

[सं. सी एम डी/13 : 11]

एम. सदाशिवम, वैज्ञानिक 'एफ' एवं प्रमुख



New Delhi, the 15th July, 2014

**S.O. 2063.**—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifes the grant of licence particulars of which are given in the following schedule :—

**SCHEDULE**

Sl. No.	Licence No.	Grant Date	Name and address (factory) of the party	Title of the Standard	IS No./Part/Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	4748884	20140619	M/s. R. R. Aqua Industries, SF No. 1651/3, Raja Thottam, Kulur, Modakurichi (P.O.), Erode-638 104.	Packed Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
2.	4748783	20140619	M/s. Vinu Balaji Minerals, SF No. 333, 2A, 2B, Ellakadu Thottam, Thanneer Pandhal, Moppiripalayam (P.O.), Karumathampatti, Coimbatore-641 659	Packed Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
3.	4749179	20140624	M/s. Poineer Plywood Industries, 10/100/1, A.S.P., Thottam, Sengodugounden Pudur Road, Muthugounden Pudur, Sular, Coimbatore-641 402	Plywood for General Purposes	IS 303 : 1989

[No.CMD/13 : 11]

M. SADASIVAM, Scientist 'F' &amp; Head

नई दिल्ली, 15 जुलाई, 2014

**का.आ. 2064.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है :—

**अनुसूची**

क्रम सं.	लाइसेंस सं.	लाइसेंसधारी का नाम व पता	स्थगित किए गए/रद्द किए गए लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	3386265	मेसर्स मेहला मशीन्स इंडिया लिमिटेड, 5/43 बी, अविनाशि रोड, कनियूर, करुमतमपट्टी पोस्ट, पल्लडम तालुक, कोयम्बतूर-641 059	ऊर्जा दक्ष प्रेरण मोटरें—तीन फेजी स्क्रियरल केज, IS 12615 : 2004	03-06-2014

[ सं. सी एम डी/13 : 13 ]

एम. सदाशिवम, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 15th July, 2014

**S.O. 2064.**—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifes that the licence particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :—

## SCHEDULE

Sl. No.	Licence No. CM/L	Name and address of the Licensee	Article/process with relevant Indian Standard covered by the Licence Cancelled/Suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	3386265	M/s. Mehala Machine India Ltd. 5/43 B, Avinashi Road, Kaniyur, Karumathampatti Post, Palladam (TK), Coimbatore-641 059	Induction Motors—Energy Efficient, Three-phase, Squirrel cage— IS 12615 : 2004	03.06.2014

[No. CMD/13 : 13]

M. SADASIVAM, Scientist 'F' &amp; Head

नई दिल्ली, 15 जुलाई, 2014

**का.आ. 2065.**—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	स्थापित तिथि	भारतीय मानक(कों) जो कि रद्द होने हैं, अगर है, कि संख्या वर्ष और शीर्षक	रद्द होने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	आई एस/आई एस ओ 105-E 06 : 2006 वस्त्रादि—रंग के पक्केपन का परीक्षण भाग ई 06 धब्बे के प्रति रंग का पक्कापन : क्षार	15 जुलाई, 2014	—	—
2.	आई एस/आई एस ओ 105-F 02 : 2009 वस्त्रादि—रंग के पक्केपन का परीक्षण भाग एफ 02 सूती एवं विस्कोस ऐडजेसेन्ट कपड़े की विशिष्टि	15 जुलाई, 2014	—	—
3.	आई एस/आई एस ओ 105-F 03 : 2001 वस्त्रादि—रंग के पक्केपन का परीक्षण भाग एफ 03 पॉलीएमाइड ऐडजेसेन्ट कपड़े की विशिष्टि	15 जुलाई, 2014	—	—
4.	आई एस/आई एस ओ 105-F 04 : 2001 वस्त्रादि—रंग के पक्केपन का परीक्षण भाग एफ 04 पॉलीएमाइड ऐडजेसेन्ट कपड़े की विशिष्टि	15 जुलाई, 2014	—	—
5.	आई एस 1367 (भाग 1) : 2014/आई एस ओ 8992 : 2005 इस्पात के चूड़ीदार बंधकों की तकनीकी पूर्ति शर्तें भाग 1 वोल्ट, स्क्रू, स्टड एवं नटों की सामान्य अपेक्षाएँ (चौथा पुनरीक्षण)	15 जुलाई, 2014	आई एस 1367 (भाग 1) : 2002/आई एस ओ 8992 : 1986	15 जुलाई, 2014
6.	आई एस 1367 (भाग 8) : 2014/आई एस ओ 2320 : 2008 इस्पात के चूड़ीदार बंधकों की तकनीकी पूर्ति शर्तें	15 जुलाई, 2014	आई एस 1367 (भाग 8) : 2002	15 जुलाई, 2014

(1)	(2)	(3)	(4)	(5)
	भाग 8 प्रीवेलिंग टार्क टाईप स्टील नट—यांत्रिक एवं कार्यकारित गुणधर्म ( चौथा पुनरीक्षण)			
7.	आई एस 2370 : 2014 वाक—इन कोल्ड रूम—विशिष्टि ( पहला पुनरीक्षण)	15 जुलाई, 2014	आई एस 2370 : 1963	15 जुलाई, 2014
8.	आई एस 3871 : 2014/आई एस ओ 1968 : 2004 रेशों से बनी रस्सियाँ एवं कॉर्डेज शब्दावली ( तीसरा पुनरीक्षण)	15 जुलाई, 2014	—	—
9.	आई एस 6239 : 2014 वस्त्रादि—कृत्रिम रेशों—वर्ग नाम ( दूसरा पुनरीक्षण)	15 जुलाई, 2014	आई एस 12673 : 1989	15 जुलाई, 2014
10.	आई एस 8414 : 2014 मिटी तथा रॉकफिल के बांधों के लिए रिसाव नियंत्रण के डिजाइन के मार्गदर्शी सिद्धांत ( पहला पुनरीक्षण)	15 जुलाई, 2014	आई एस 8414 : 1977	15 जुलाई, 2014
11.	आई एस 10322 ( भाग 1 ) : 2014 प्रदीपक भाग 1 सामान्य अपेक्षाएँ और परीक्षण ( पहला पुनरीक्षण)	15 जुलाई, 2014	आई एस 10322 ( भाग 1 ) : 1982	15 जुलाई, 2014
12.	आई एस/आई एस ओ/टी एस 12805 : 2011 नैनो प्रोद्योगिकी सामग्रियों की विशिष्टियाँ—विशेष नैनो-वस्तुओं संबंधी मार्गदर्शी सिद्धांत	15 जुलाई, 2014	—	—
13.	आई एस 13039 : 2014 बाहरी हाईड्रेन्ट सिस्टम—प्रावधान तथा रख-रखाव—रीति संहिता ( पहला पुनरीक्षण)	15 जुलाई, 2014	आई एस 13039 : 1991	15 जुलाई, 2014
14.	आई एस 14202 ( भाग 4 ) : 2014/आई एस ओ/आई ई सी 7816-4 : 2013 पहचान कार्ड्स एकीकृत परिपथ कार्ड्स भाग 4 संगठन, सुरक्षा और आदान-प्रदान के लिये आदेश	15 जुलाई, 2014	—	—
15.	आई एस 14202 ( भाग 12 ) : 2014/आई एस ओ/आई ई सी 7816-12 : 2013 पहचान कार्ड्स एकीकृत परिपथ कार्ड्स भाग 12 संपर्क सहित कार्ड यूएसबी विद्युत इंटरफेस और संचालन प्रक्रियाएं	15 जुलाई, 2014	—	—
16.	आई एस 16149 : 2014/आई ई सी 61345 : 1998 प्रकाश वोल्टीय ( पी वी ) मॉडयूलों हेतु यू वी परीक्षण	15 जुलाई, 2014	—	—
17.	आई एस 16169 : 2014/आई ई सी 62116 : 2008 यूटिलिटी इंटरकनेक्टिड इन्वर्टरों हेतु आई लैंडिंग रोक-थाम उपायों की परीक्षण पद्धति	15 जुलाई, 2014	—	—
18.	आई एस 16170 ( भाग 1 ) : 2014/आई ई सी 61853-1 : 2011 प्रकाशवोल्टीय ( पी वी ) मॉडयूल कार्यकारिता परीक्षण एवं ऊर्जा रेटिंग भाग 1 विकिरण एवं तापमान कार्यकारिता मापन एवं पावर रेटिंग	15 जुलाई, 2014	—	—
19.	आई एस 16175 : 2014 आवधिक निरीक्षण एवं पुनः अर्हता—वाहनों के प्रयोग के लिए द्रवित पेट्रोलियम गैस ( एलपीजी ) सिलिंडर—रीति संहिता	15 जुलाई, 2014	—	—

(1)	(2)	(3)	(4)	(5)
20.	आई एस 16182 : 2014 कोयले से बने स्पंज लौहा के चार में चुम्बकत्व—ज्ञात करने की पद्धति	15 जुलाई, 2014	—	—
21.	आई एस 16185 : 2014 गैस सिलिंडर—वेल्डित कार्बन—इस्पात गैस सिलिंडर आवधिक निरीक्षण एवं परीक्षण—रीति संहिता	15 जुलाई, 2014	—	—
22.	आई एस 16186 : 2014 वस्त्रादि—50 किग्रा खाद्ययंत्र पैक करने के लिये हल्के भार वाले पटसन के बोरे—विशिष्ट	15 जुलाई, 2014	—	—
23.	आई एस 16187 : 2014 वस्त्रादि—फल और सब्जियों की पैकेजिंग और भंडारण के लिए उच्च घनत्व पोलिप्रोपाइलीन (एच. डी. पी. ई.)/पोलीप्रोपाइलीन (पी. पी.) के बुने हुए लीनो बोरे—विशिष्ट	15 जुलाई, 2014	—	—
24.	आई एस/आई एस ओ 29701 : 2010 नैनो प्रोद्योगिकी इन विट्रो सिस्टमों के लिए नैनो सामग्रियों के नमूनों पर एण्डोटॉक्सिन परीक्षण—लाइमूलस एमीबोसाइट लाइसेट (एल ए एल) परीक्षण	15 जुलाई, 2014	—	—
25.	आई एस/आई ई सी 60479-1 : 2005 मानव एवं पशुधन पर करेंट के प्रभाव भाग 1 सामान्य पहलू	15 जुलाई, 2014	आई एस 8437 (भाग 1) : 1992	15 जुलाई, 2014
26.	आई एस/आई ई सी 60479-2 : 2007 मानव एवं पशुधन पर करेंट के प्रभाव भाग 2 विशेष प्रभाव	15 जुलाई, 2014	आई एस 8437 (भाग 2) : 1992	15 जुलाई, 2014
27.	आई एस/आई ई सी 60479-4 : 2004 मानव एवं पशुधन पर करेंट के प्रभाव भाग 4 मानव एवं पशुधन पर लाईटनिंग स्ट्रोक के प्रभाव	15 जुलाई, 2014	—	—
28.	आई एस/आई ई सी 60479-5 : 2007 मानव एवं पशुधन पर करेंट के प्रभाव भाग 5 लाईटनिंग से भौतिक प्रभाव सुरक्षा के लिए टच वोल्टेज थ्रेशहोल्ड मान	15 जुलाई, 2014	—	—
29.	आई एस/आई ई सी 61701 : 2011 प्रकाश वोल्टीय मॉडयूल का लवण मिस्ट संक्षारण परीक्षण (पहला पुनरीक्षण)	15 जुलाई, 2014	—	—

इन भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली-110002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ : PUB/GN-1 : 1]

कला एम. वरियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

New Delhi, the 15th July, 2014

**S.O. 2065.**—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

**SCHEDULE**

Sl. No.	No. & Year of the Indian Standards Established	Date of Establishment	No. & Year of the Indian Standards to be cancelled, if any	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	IS/ISO 105-E 06 : 2006 Textiles - Test for colour fastness - Part E 06 : Colour Fastness to spotting : Alkali	15 July, 2014	Nil	NA
2.	IS/ISO 105-F 02 : 2009 Textiles - Tests for colour fastness - Part F 02 : Specification for cotton and viscose adjacent fabrics	15 July, 2014	Nil	NA
3.	IS/ISO 105-F 03 : 2001 Textiles - Tests for colour fastness - Part F 03 : Specification for polyamide adjacent fabrics	15 July, 2014	Nil	NA
4.	IS/ISO 105-F 04 : 2001 Textiles - Tests for colour fastness - Part F 04 : Specification for polyester adjacent fabrics	15 July, 2014	Nil	NA
5.	IS 1367 (Part-1) : 2014/ISO 8992:2005 Technical Supply Conditions for Threaded Steel Fasteners Part-1 General requirements for Bolts Screws Studs and Nuts (Fourth Revision)	15 July, 2014	IS 1367 (Part-1) : 2002/ISO 8992 : 1986	15 July, 2014
6.	IS 1367 (Part-8) : 2014/ISO 2320 : 2008 Technical Supply Conditions for Threaded Steel Fasteners Part-8 Prevailing Torque Type Steel Nuts - Mechanical and Performance Properties (Fourth Revision)	15 July, 2014	IS 1367 (Part-8) : 2002	15 July, 2014
7.	IS 2370 : 2014 Walk - in Cold Rooms – Specification (First Revision)	15 July, 2014	IS 2370 : 1963	15 July, 2014
8.	IS 3871 : 2014/ISO 1968 : 2004 Fibre ropes and cordage – Vocabulary (Third Revision)	15 July, 2014	Nil	NA
9.	IS 6239 : 2014 / ISO 2076 : 2010 Textiles - Man Made Fibers - Generic Names (Second Revision)	15 July, 2014	IS 12673 : 1989	15 July, 2014
10.	IS 8414 : 2014 Guidelines for design of under-seepage control measures for earth and rockfill dams (First Revision)	15 July, 2014	IS 8414 : 1977	15 July, 2014
11.	IS 10322 (Part-1) : 2014 Luminaries Part-1 General requirements and tests (First Revision)	15 July, 2014	IS 10322 (Part-1) : 1982	15 July, 2014

(1)	(2)	(3)	(4)	(5)
12.	IS/ISO/TS 12805 : 2011 Nano technologies - Materials Specification - Guidance on Specifying Nano-objects (First Revision)	15 July, 2014	Nil	NA
13.	IS 13039 : 2014 External Hydrant Systems - Provision and Maintenance - Code of Practice (First Revision)	15 July, 2014	IS 13039 : 1991	15 July, 2014
14.	IS 14202 (Part-4) : 2014 ISO/IEC 7816-4 : 2013 Identification Cards - Integrated Circuit Cards - Part-4 : Organization Security and Commands for Interchange	15 July, 2014	Nil	NA
15.	IS 14202 (Part-12) : 2014 ISO/IEC 7816-12 : 2005 Identification cards - Integrated circuit cards - Part-12 : Cards with contacts - USB electrical interface and operating procedures	15 July, 2014	Nil	NA
16.	IS 16149 : 2014/IEC 61345 : 1998 UV Test for photovoltaic (PV) Modules	15 July, 2014	Nil	NA
17.	IS 16169 : 2014/IEC 62116 : 2008 Test procedure of islanding prevention measures for utility interconnected photovoltaic inverters	15 July, 2014	Nil	NA
18.	IS 16170 (Part-1) : 2014/IEC 61853-1 : 2011 Photovoltaic (PV) module performance testing and energy rating Part-1 : Irradiance and temperature performance measurements and power rating	15 July, 2014	Nil	NA
19.	IS 16175 : 2014 Periodic Inspection and Requalification - Liquefied Petroleum Gas (LPG) Cylinders for Automotive use - Code of Practice	15 July, 2014	Nil	NA
20.	IS 16182 : 2014 Magnetism in char from coal based sponge iron (DRI) - Methods of Determination	15 July, 2014	Nil	NA
21.	IS 16185 : 2014 Periodic Inspection and Testing - Welded Carbon Steel Gas Cylinders - Code of Practice	15 July, 2014	Nil	NA
22.	IS 16186 : 2014 Textiles - Light weight jute sacking bags for packing 50 kg foodgrains— Specification	15 July, 2014	Nil	NA
23.	IS 16187 : 2014 Textiles - High density polyethylene (HDPE) / polypropylene (PP) lino woven sacks for packaging and storage of fruits and vegetables - Specification	15 July, 2014	Nil	NA
24.	IS/ISO 29701 : 2010 Nano technologies - Endotoxin test on Nano-material samples for in vitro systems - Limulus amebocytelysate (LAL) test	15 July, 2014	Nil	NA

(1)	(2)	(3)	(4)	(5)
25.	IS/IEC 60479 (Part-1) : 2005 Effects of current on human beings and livestock - Part-1 General aspects	15 July, 2014	IS 8437 (Part-1) : 1992	15 July, 2014
26.	IS/IEC 60479 (Part-2) : 2007 Effects of current on human beings and livestock - Part-2 Special aspects	15 July, 2014	IS 8473 (Part-2) : 1992	15 July, 2014
27.	IS/IEC 60479 (Part-4) : 2004 Effects of current on human beings and livestock - Part-4 Effects of Lightning strokes on human beings and livestock	15 July, 2014	Nil	NA
28.	IS/IEC 60479 (Part-5) : 2007 Effects of current on human beings and livestock - Part-5 Touch voltage threshold values for physiological effects	15 July, 2014	Nil	NA
29.	IS/IEC 61701 : 2011 Salt mist corrosion testing of photovoltaic (PV) modules (First Revision)	15 July, 2014	Nil	NA

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi – 110002 and Regional Offices : Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

[Ref: PUB/GN-1:1]

KALA M. VARIAR, Director (Foreign Languages & Publication)

Date : 15.07.2014

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2066.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

#### अनुसूची

क्रम सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा. मा. सं./भाग/खण्ड/वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	2858679	13/02/2014	पॉलिकॉब वायर्स इण्डस्ट्रीज प्रा. लि. सर्वे नं. 353/1 और 2, दमण इण्डस्ट्रीयल इस्टेट, दादरा और नागर हवेली, दमन-396210	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	भा. मा. 694 : 1990
2.	2858578	14/02/2014	श्री कृष्णाश्रेय (इ) प्रा. लि. प्लॉट सं. 08, सर्वे सं. 200/1-डी (8) एवं प्लॉट सं. 9, सर्वे सं. 200/1-ई (9), पंचाल उद्योग नगर, भीमपोर, दमन, दमन एवं दीव-396201	सीलिंग रोजिज	भा. मा. 371 : 1999



(1)	(2)	(3)	(4)	(5)	(6)
3.	2857677	19/02/2014	नेवातेवर इलेक्ट्रीकल एण्ड डीजिटल सिस्टम प्रा. लि. डी-4, एमआयडीसी एरिया, जलगाँव-425003	निम्न वोल्टता स्विचगियर और कन्ट्रोल गियर भाग 3 स्विच, डिस्कनेक्टर, स्विच डिस्कनेक्टर और फ्यूज संयोजन यूनिट	भा. मा./आईईसी 60947-3 : 1999
4.	2861769	24/02/2014	रूपम इण्डस्ट्रीज, 12/बी, घनश्याम इण्डस्ट्रीयल इस्टेट, दूसरी मंजिल, वीरा देसाई मार्ग, अंधेरी-पश्चिम, मुंबई-400053	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	भा. मा. 694 : 1990
5.	2861870	27/02/2014	दसपान इलेक्ट्रीक इण्डस्ट्रीज, 113/899, मोतीलाल नगर सं. 1, रोड सं. 8, त्रिकोनी मस्जिद के नजदीक, गोरेगाँव-पश्चिम, मुंबई-400104	250 वोल्टता और 16 एम्पीअर्स तक रेटित धारा के प्लग और सॉकेट	भा. मा. 1293 : 2005
6.	2861971	27/02/2014	दसपान इलेक्ट्रीक इण्डस्ट्रीज, 113/899, मोतीलाल नगर सं. 1, रोड सं. 8, त्रिकोनी मस्जिद के नजदीक, गोरेगाँव-पश्चिम, मुंबई-400104	घरेलु और समान प्रयोजनों के लिए स्विचें	भा. मा. 3854 : 1997
7.	2862266	28/02/2014	केबल कार्पोरेशन ऑफ इंडिया लिमिटेड, एफ-3/2, एमआयडीसी, सिन्नर इंडस्ट्रीयल एरिया, जिला : नासिक-422103	क्रासलिंग्ड पॉलीथिलीन विद्युत्तरोधी थर्मोप्लास्टिक आवरित केबल भाग 3, 66 केवी से 220 केवी तक एवं सहित कार्यकारी वोल्टता हेतु	भा. मा. 7098 भाग 3 : 1993

[सं. केन्द्रीय प्रमाणन विभाग/13 : 11]

टी. कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

New Delhi, the 16th July, 2014

**S.O. 2066.**—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

**SCHEDULE**

Sl. No.	Licence No.	Grant Date	Name and address (factory) of the party	Title of the Standard	IS No./Part/Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	2858679	13/02/2014	Polycab Wires Industries Pvt. Ltd. Survey No. 353/1 & 2, Daman Industrial Estate, Dadra and Nagar Haveli, Daman-396210	PVC insulated cables for working voltage upto and including 1100 V	IS 694 : 1990

(1)	(2)	(3)	(4)	(5)	(6)
2.	2858578	14/02/2014	Shri Krishnashray (I) Pvt. Ltd. Plot No. 8, Survey No. 200/1-D(8) and Plot No. 9, Survey No. 200/1-E(9), Panchal Udyog Nagar, Bhimpore, Daman, Daman and Diu-396201	Ceiling roses	IS 371 : 1999
3.	2857677	19/02/2014	Novateur Electrical and Digital Systems Private Limited, D-4, MIDC Area, Jalgaon-425003	Low votage switchgear and controlgear—Part 3 switches, disconnectors, switch-discon- nectors and fuse combination units	IS 60947 : Part 3 : 1999
4.	2861769	24/02/2014	Roopam Industries, 12/B, Ghanshyam Industrial Estate, 2nd Floor, Veera Desai Road, Andheri (W), Mumbai-400053	PVC insulated cables for work- ing voltages upto and including 1100 V	IS 694 : 1990
5.	2861870	27/02/2014	Daspan Electric Indus., 113/899, Motilal Nagar No. 1, Road No. 8, Near Trikon Masjid, Goregaon West, Mumbai-400104	Plugs and socket outlets of 250 volts and rated current upto 16 amperes	IS 1293 : 2005
6.	2861971	27/02/2014	Daspan Electric Indus., 113/899, Motilal Nagar No. 1, Road No. 8, Near Trikon Masjid, Goregaon West, Mumbai-400104	Switches for domestic and similar purposes	IS 3854 : 1997
7.	2862266	28/02/2014	Cable Corporation of India Ltd., F-3/2, MIDC, Sinnar Industrial Area, Distt. : Nashik-422103	Cross-linked polyethylene insulated thermoplastic sheathed cables : part 3 for working voltage from 66 KV upto and including 220 KV	IS 7098 : Part 3 : 1993

[No. CMD/13 : 11]

T. KALAIVANANA, Head (MUBO-EEE)

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2067.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं :—

## अनुसूची

क्रम सं.	लाइसेंस सं.	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	2813253	सरस्वती वायर एण्ड केबल इण्डस्ट्रीज, प्लॉट सं. सी-1, एसएल सं. 47/2, वेवूर गाँव, पोस्ट मनोर रोड, पालधर पूर्व, जिला : ठाणे-401 404	भा. मा. 1554 ( भाग 1 ) : 1988 पी वी सी रोधित ( भारी ड्यूटी ) विद्युत केबल : भाग 1, 1100 वोल्ट कार्यकारी वोल्टता तक व सहित के लिए	12/02/2014
2.	3822865	साई इलेक्ट्रीकल्स, रूम नं. 1397, चॉल 175, मोतीलाल नगर नं. 1, तल मंजिल, डा. मेगा कदम गैलरी के पास, गारेगांव पश्चिम, मुंबई-401104	भा. मा. 3854 : 1997 घरेलू और समा प्रयोजनों के लिए स्विचे	24/02/2014

[ सं. केन्द्रीय प्रमाणन विभाग/13 : 13 ]

टी. कलैवाणन, प्रमुख (एम यू बी ओ-ईईई)

New Delhi, the 16th July, 2014

**S.O. 2067.**—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following Schedule have been cancelled with effect from the date indicated against each :—

## SCHEDULE

Sl.	Licence No.	Name and address of the Licensee	Article/process with relevant Indian Standard covered by the Licence	Date of cancellation
(1)	(2)	(3)	(4)	(5)
1.	2813253	Saraswati Wire and Cable Inds., Plot No. C-1, Sl. No. 47/2, Vevoor Village, Post Manor Road, Palghar (E), Distt. : Thane-401 404	IS 1554 : Part 1 : 1988 PVC insulated (Heavy Duty) Electric Cables : Part 1 for working Voltages upto and including 1100 V	12/02/2014
2.	3822865	Sai Electricals, Room No. 1397, Chawl 175, Motilal Nagar No. 1, Ground Floor, Near Dr. Megha Kadam, Gallery, Goregaon (West), Mumbai-401 104	IS 3854 : 1997 Switches for domestic and similar purpose	24/02/2014

[No. CMD/13 : 13]

T. KALAIVANAN, Head (MUBO-EEE)

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 7 जुलाई, 2014

**का.आ. 2068.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 49/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 07/07/2014 को प्राप्त हुआ था।

[ सं. एल-22012/258/2005-आईआर (सी-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 7th July, 2014

**S.O. 2068.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 49/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Singareni Collieries Co. Ltd. and their workmen, which was received by the Central Government on 07/07/2014.

[No. L-22012/258/2005-IR (C-II)]

B. M. PATNAIK, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT  
HYDERABAD**

**PRESENT :**

Smt. M. Vijaya Lakshmi, Presiding Officer

Dated the 27th day of May, 2014

**INDUSTRIAL DISPUTE No. 49/2006****BETWEEN**

The Vice President,  
(Sri M. Babu Rao)  
Singareni All Workers Joint & Central Union  
(SAWJAC)  
Mandamarri Area,  
H.No.C2/214, Sharada Nagar,  
Godavarikhani – 505209. . . .Petitioner

**AND**

The General Manager,  
M/s. Singareni Collieries Company Ltd.,  
Mandamarri Division,  
Mandamarri -540231. . . Respondent

**APPEARANCES :**

For the Petitioner : M/s. A. Sarojana &  
K. Vasudeva Reddy,  
Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma &  
Vijaya Laxmi Panguluri,  
Advocates

**AWARD**

By virtue of reference No. L-22012/258/2005-IR(CM-II) dated 10.8.2006 Government of India, Ministry of Labour and Employment, required this Tribunal to adjudicate the dispute,

“Whether the action of the Management of M/s. Singareni Collieries Company Limited, Mandamarri Division, in imposing penalty of reduction of 4 increments (4SPRAs) on Sri Peddapalli Satyanarayana, Coal filler, Somagudem-3 Incline (SMC-3 INC) Mandamarri Division, is legal and justified? If not, to what relief is the workman entitled?”

On receipt of the reference, it was numbered as ID No.49/2006 on the file of this Tribunal and notices were served on the parties concerned. Both the Petitioner and Respondent appeared before the Tribunal and engaged their respective counsels with the leave of each other and the Tribunal. M/s. A. Sarojana & K. Vasudeva Reddy, Advocates appeared on behalf of the Petitioner union and M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates appeared on behalf of the Respondent.

**2. The Petitioner filed his claim statement with the averments in brief as follows :**

Sri Peddapalli Satyanarayana (who will hereinafter be referred as workman) has been appointed in the service of the Respondent company and he has been discharging his duties as badli filler. While so, charge sheet dated 22.12.1999 was issued alleging that he held meetings in the main premises without previous permission of the Management with a view to create industrial unrest and to organise an illegal strike on 6.12.1999, despite objections raised by the mine officials which amounts to misconduct under Standing Orders No.25.41. The workman has submitted his explanation dated 10.1.2000 denying the charges and stating that no meeting was conducted in the mine premises. However, without considering the submissions in proper perspective, an enquiry was initiated wherein the workman was not given any opportunity much less valid in nature. The whole enquiry was proceeded with a pre-conceived notion as if workman is guilty of charges. The workman was not given opportunity to lead evidence on his behalf. The documents relied upon by the Enquiry Officer were not furnished to the workman. The workman could not be present before the Enquiry

Officer once or twice. Taking advantage of the same the Enquiry Officer closed the enquiry as if the workman has no witness to examine on his behalf. The enquiry procedure was not explained to the workman resulting into great prejudice to him. Basing on the evidence which is not establishing the guilt of the workman and the documents which were not supplied to the workman and without affording opportunity to workman to produce his evidence the Enquiry Officer has given his findings which are perverse in nature, finding the workman guilty of the charges and submitted his report. Accepting such findings and the report Disciplinary Authority issued a show-cause notice to the workman for which workman has submitted his reply. But without considering his submissions impugned office order dated 30.7.2001/28.8.2001 was issued imposing penalty of reversion to lower stage by reducing four increments with cumulative effect with effect from 1.8.2001 which is unjust, unreasonable and arbitrary. The Disciplinary Authority has not applied his mind independently, a cryptic and unreasoned order has been passed by him. Even as per the Management witnesses there was no loss of production on account of the meetings allegedly conducted by the workman. Workman has been serving in the Respondent company sincerely and dedicatedly and to the satisfaction of his superiors. He is also striving hard by espousing genuine grievances of the workmen and also making them aware of their duties and responsibilities. As a result of imposition of the penalty against him workman and members of his family are facing lot of hardship. He is not responsible for the charges even if he is responsible for the same imposition of such penalty is highly excessive and disproportionate to the charges. Hence, the indulgence of the Tribunal is sought for. The impugned office order is liable to be set aside declaring it as illegal, arbitrary consequently directing the Respondents to restore the increments deferred to the workman duly granting all other consequential benefits such as monetary benefits such as with effect from 1.9.2001.

**3. Respondents filed their counter with the averments in brief as follows:**

The workman has conducted gate meetings at four mines of Mandamarri area within the mine premises without prior permission of the Respondent. Hence, he was issued with the charge sheet alleging that he committed misconduct under company's Standing Orders No.25.41 which reads as follows:

“25.41: Holding meeting within the mines/ establishment premises without the previous permission of the Management”.

In the charge sheet the dates of the meetings held were specified. Without prior permission of the Respondent company and with a view to create industrial unrest and to organise illegal strike on 6.12.1999 despite objections

raised by the mine officials the meetings were held. The workman has submitted his explanation which was found to be not satisfactory. Full fledged domestic enquiry was conducted. The workman has participated in the enquiry. He was given full and fair opportunity to defend himself. The Enquiry Officer found that the charges were proved beyond doubt. The workman was issued with show-cause notice dated 5.10.2000 enclosing copies of enquiry report and enquiry findings to enable the workman to make representation against the findings of the enquiry. He made his representation dated 22.11.2000. The Disciplinary Authority has carefully considered the enquiry report, all the material papers on record and also the representation made by the workman and concurred with the findings of the Enquiry Officer holding the workman guilty of misconduct under company's Standing Orders No.25.41. Since there were no extenuating circumstances to take a lenient view, the punishment warranted is that of dismissal. However, to give the workman an opportunity to improve himself it was decided to impose penalty of reversion to lower stage by reducing four SPRAs in the present pay with cumulative effect with effect from 1.8.2001 vide office order dated 2.9.2001. As per the certified Standing Order No.29 of the Respondent company Petitioner can avail an opportunity to submit an appeal within 45 days of the receipt of order of punishment. But the workman did not avail the said opportunity. During the enquiry the workman has cross-examined all the five Management witnesses who were examined. Considerable opportunity was given to him to bring his witnesses but he failed to lead evidence. He made his statement during the enquiry. There are no documents submitted during enquiry except the letters written by the concerned mine managers informing that the workman has conducted pit meetings at the mine premises without permission on the dates mentioned in the charge sheet. There is valid evidence available to prove the charges against the workman. All the Management witnesses are eye witnesses to the incident. Though there is no loss of production as per the industrial relations policy of the Respondent company contained in office memo dated 5.10.1998, read with code of discipline that the unrecognised unions are barred from holding any pit meetings in the premises of the mines/departments. The penalty was liable to be imposed. If such penalty is not imposed everybody conducts pit meetings at the beginning of every shift which leads to labour unrest. SAWJAC Union is not a recognised union and it got no representative status at Mandamarri area. Thus, it got no locus standi to represent the issues of the workmen in Mandamarri area under code of discipline. Contrary to guidelines in clause Nos.3.11.0 to 3.11.3 and 5.10 relating to gate meetings communicated vide memorandum dated 5.10.1998, the workman has conducted gate meetings as mentioned in the charge sheet. Hence, the claim petition is liable to be dismissed.

4. After hearing both parties and considering the written arguments submitted by the Petitioner also, this Tribunal has held that the domestic enquiry conducted in this case is legal and valid, by virtue of order dated 18.3.2011.

5. Heard the arguments of either party under Sec.11A of the Industrial Disputes Act, 1947.

**6. The points that arise for determination are :**

- I. Whether the action of the Management of M/s. Singareni Collieries Company Limited in imposing penalty of reduction of 4 increments (4SPRAs) on Sri Peddapalli Satyanarayana, Coal filler, Somagudem-3 Incline (SMC-3 INC) Mandamarri Division, is legal and justified?
- II. To what relief the workman is entitled to?

**7. Point No. I :**

As already discussed above, this Tribunal has held that the domestic enquiry conducted in this case is legal and valid after hearing the arguments of either party. The said order has become final. Thus, there is no need for going into the merits and demerits of the contentions raised by either party regarding the conduct of the domestic enquiry, now.

8. The legality and justification in finding the workman guilty of the charges and the proportionality of and justification for, the punishment awarded are the questions now to be gone into.

9. As can be seen from the statement of Sri Udaya Mohan, one of the Management witnesses he is not an eye witness to the incident. He received information of the meeting conducted that one Sri Janak Prasad the General Secretary of SCSWU conducted the said meeting. It is also his information that the workman who is the Vice President of the said union which is an unrecognised union, was with Janak Prasad at the meeting. That means he got no personal knowledge of the said event. The second witness Sri R. Narasaiah also stated that one Janak Prasad alone has addressed the meeting and the workman was present there only. Whereas one M. Mallikarjuna Rao the third witness has stated that the workman also has addressed the gathering in the meeting. The fourth witness Sri M. Suresh also gave statement to the effect that Janak Prasad, the workman and others conducted the meeting. But, during cross examination this witness has stated that only Janak Prasad has spoken. The fifth witness Sri Ch. Rajender and also the other witness Sri A. Sudarshan have spoken regarding the presence of the workman during the meeting. Sri Sudarshan has got no previous acquaintance with the workman and according to him through some others he came to know that the person who was present there was the workman.

10. The above referred evidence shows that there are material contradictions in the evidence adduced for the Management, regarding the participation of the workman in the meetings conducted in the mine premises. All the Management witnesses have spoken regarding the presence of the workman in the said meetings. But some of them have stated that workman also has addressed the gathering whereas others have stated that he did not address. It is the contention of the workman that these witnesses are strangers to him; that he was not at all present during the given meetings and that at the instance of the Management they are claiming that he was present during the meetings. If at all, all these witnesses were actually eye witnesses and the workman has conducted the said meetings and addressed the meetings, in all likelihood there would have been consistent evidence regarding his addressing the gathering. The contradictory evidence given by the Management witnesses who are all claiming to be the eye witnesses, with this regard, indicates that in all likelihood they have not witnessed any such events. It can be said so since if, a person addressed a meeting, all the persons who heard him during the meeting will certainly speak that he addressed the meeting. If one says that he addressed the meeting and the other says that he did not address the meeting, one has to doubt the veracity of the said witnesses.

11. Basing on such evidence that too, which is to the effect that there was no monetary loss/work loss for the company due to the alleged meeting, the impugned orders were passed, causing substantial status and monetary loss to the workman, which is not reasonable and justified. If there are contradictions in the evidence of the eye witnesses, benefit of the said contradictions is to be given to the workman who is facing allegations, but not to the Management since, the workman will be in disadvantageous position when compared with the Management, in all respects.

12. Further more, though it is irrelevant it is not out of place to note that as can be gathered from the evidence of the Management witnesses, there were no instructions from the Management prohibiting such meetings and requiring the officials to prevent such meetings. Due to the conduction of the alleged meetings there was no delay in the attendance of the workmen to the work. There was no loss of production.

13. In the given circumstances, finding the workman guilty of the charges levelled against him and imposing punishment of reduction of four increments (Four SPRAs) with cumulative effect is most unjust and unreasonable and the same are to be set aside.

This point is answered accordingly.



**14. Point No. II :**

In view of the finding in Point No. I the action of the Management of M/s. Singareni Collieries Company Limited in imposing penalty of reduction of 4 increments (4SPRAs) on Sri Peddapalli Satyanarayana, Coal filler, Somagudem-3 Incline (SMC-3 INC) Mandamarri Division, is neither legal nor justified and it is to be liable to be set aside. Consequently, the workman is entitled for restoration of the four increments (Four SPRAs) with all attendant benefits including monetary benefits and arrears of pay accrues consequent to this relief.

This point is answered accordingly.

**Result :**

In the result, the reference is answered as follows:

The action of the Management of M/s. Singareni Collieries Company Limited in imposing penalty of reduction of 4 increments (4SPRAs) on Sri Peddapalli Satyanarayana, Coal filler, Somagudem-3 Incline (SMC-3 INC) Mandamarri Division, is held as neither legal nor justified and is hereby set aside. Consequently, the four increments (Four SPRAs) reduced by the Management by virtue of the impugned order No.P/MM/7/2/01/3864 dated 2.9.2001 are hereby restored. The workman is entitled for all attendant benefits and arrears of pay which accrues consequent to the restoration of these four increments (four SPRAs). The Management shall pay all the arrears of pay accrues to the workman, Sri Peddapalli Satyanarayana within one month from the date of publication of this award.

Award passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 27th day of May, 2014.

M. VIJAYA LAKSHMI, Presiding Officer

**Appendix of evidence**

Witnesses examined for Petitioner	Witnesses examined for the Respondent
NIL	NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 9 जुलाई, 2014

**का.आ. 2069.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा पुरस्कार प्रकाशित करता है (सीआर नंबर 54/2008) जनरल मैनेजर,

टेलीकॉम डिपार्टमेंट, हुबली के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 54/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 06/07/2014 को प्राप्त हुआ था।

[सं. एल-40011/36/2007-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 9th July, 2014

**S.O. 2069.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (C.R. No. 54/2008) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of General Manager, Telecom Department, Hubli and their workman, which was received by the Central Government on 06/07/2014.

[No. L-40011/36/2007-IR (DU)]

P. K. VENUGOPAL, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
BANGALORE**

DATED : 13th JUNE 2014

**PRESENT :**

Shri S N NAVALGUND, Presiding Officer

**C R No. 54/2008**

**I Party**

Smt. Rukmini R Ganji,  
W/o Late R G Ganji,  
R/o Manjunathanagar,  
Gokul Road, HUBLI – 20.

**II Party**

The General Manager,  
O/o the General Manager,  
Telecom Department,  
Dharwad Telecom District,  
Sanchar Sadan, Station Rd.,  
HUBLI – 20.

**APPEARANCES :**

**I Party** : Sh. M S Anandaramu,  
Advocate

**II Party** : Shri Y Hari Prasad,  
Advocate



**AWARD**

1. The Central Government which initially had declined to make a reference by issuing an endorsement dated 17.09.2007 consequent to the order of Hon'ble High Court of Karnataka in W P No. 8434/2008 filed by the wife of the late workman by order No. L- 40011/36/2007-IR(DU) dated 18.06.2008 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made this reference for adjudication with the following schedule:

**SCHEDULE**

“Whether the action of the management of General Manager, Telecom Department, BSNL, Hubli, in terminating the services of their workman Late Shri R. G. Ganji w.e.f. 12/04/2001 is legal and justified? If not, to what relief the legal representative of the late workman is entitled to ?”

2. On receipt of the reference while registering it in C R No. 54/2008 when the notices were issued to the parties the wife of Late Sh. R. G. Ganji who raised the dispute and the II Party entered their appearance through their respective advocates and the claim statement of the wife of the late workman came to be filed on 20.05.2010, whereas, the counter statement of the II Party on 06.10.2010.

3. Having regard to the assertion made in the claim statement filed by the wife of the late workman that in the departmental enquiry held against her husband no reasonable opportunity was given to the I Party workman and deliberately he was placed exparte when he was admitted in KMC Hospital, Hubli to his acute illness while raising a Preliminary Issue as to;

“Whether the Domestic Enquiry conducted against the deceased I Party by the II Party is fair and proper?”

after receiving the evidence adduced by both the sides and hearing the arguments addressed by learned counsel of both the sides by order dated 05.07.2012 the said issue came to be answered in the affirmative holding that the Domestic Enquiry held against the late workman by the II Party is fair and proper. When the I party was called upon to lead evidence on the point of victimization and late workman being not gainfully employed after his removal from service if any, the learned advocate representing the wife of late workman since submitted he has no evidence to lead on these point and filed his written arguments on merits, the learned advocate appearing for the II Party also filed his written arguments substantiating the impugned action.

4. The brief facts leading to the reference and award may be stated as under :

5. Late Sh. R. G. Ganji who was appointed as Group D Employee by the II Party w.e.f. 13.01.1988 since he remained absent without applying for any leave from 01.08.1998 he was issued with show cause notice dated 21.09.1998 for unauthorised absence the copy of which is produced at Ex M-2 while leading evidence on Preliminary Issue which was returned undelivered as not claimed in support of which the copy of the postal cover is produced at Ex M-3. Then he was served with charge sheet dated 26.11.1998 the copy of which is produced at Ex M-5 as under :

**“ANNEXURE-I****Statement of articles of charges framed against Sri R. G. Ganji. Gr. “D”**

That Sri R.G. Ganji, Group “D” o/o G.M. DTD, Vidyanagar, Hubli – 21 while functioning as Group “D” under C.S.S. Planning Section in the office of the General Manager, DTD, Vidyanagar, Hubli – 21, is charged with remaining unauthorisedly absent from his duties from 01/08/1998, thereby violating Rule 3(1)(ii) and Rule 3(1)(iii) of C.C.S.(C.C.A) Rules – 1964.

**ANNEXURE-II****Statement of Imputations of Misconduct or Misbehaviour in support of the charges framed against Sri R.G.Ganji, Gr. “D” o/o GM, DTD, Hubli – 21.**

Sri R.G. Ganji, Gr. “D” has been working as Group “D” in Planning Section of G.M.DTD Vidyanagar, Hubli, under the control of S.D.E. (E.P). While thus functioning as Group “D” Sri R.G. Ganji has remained absent from duties from 01/08/1998. He didn't submit any application for leave, produced Medical Certificate nor obtained prior permission from his controlling officer for proceedings on leave. A Memo bearing No. MM/6-38/5 dated 21/09/1998 was sent to his address asking him to report for his duties and to explain the reasons for his un-authorised absence. But neither he reported for his duties nor submitted his explanation. The letter was returned undelivered.

Sri R.G. Ganji, Group “D” has continued to remain absent without prior intimation or permission on several occasions in the past also, thereby dislocating the work in the Department of ten. The said Sri R.G. Ganji, Group “D” has thus failed to maintain absolute devotion to his duties by remaining unauthorisedly absent for long period of time, behaving in a manner unbecoming of a Govt. Servant.

**ANNEXURE—III****List of Documents by which the Article of Charges framed against Sri R.G. Ganji, Group “D” are proposed to be sustained.**

(1) Attendance Register maintained in Planning/M.M.Section. (2) Letter O.M. Nos. (a) MM/6-20/97-98/67 dated 20/08/97, (b) MM/6-20/97-98/74 dated 19/11/97, (c) MM/6-20/97-98/88 dated 27/02/98 & (d) MM/6-38/5 dated 21/09/98. and (3) Service Book of Sri R.G. Ganji. Group “D”

**ANNEXURE—IV****List of witnesses by whom the article of charges framed against Sri R.G. Ganji, Gr. “D” o/o GN DTD, Hubli – 21 are proposed to be sustained.**

1. Sri P Y Sanganal, C S S Planning Section o/o The GM, DTD Vidyanagar, Hubli – 21.”

6. Pursuant to the service of the charge sheet through Registered Post, postal acknowledgement of which is produced at Ex. M-6 he gave a reply dated 11.12.1998 the copy of which is produced at Ex. M-7 submitting that due to Jaundice he was not able to move out of bed and that on his recovery he would report and submit his leave application along with Medical Certificate. The Disciplinary Authority being not satisfied with the said reply by appointing Sh. J. C. Umari, Chief Accounts Officer as Enquiry Officer and Sh. B F Talikoti, Senior Accounts Officer as Presenting Officer ordered for Domestic Enquiry. The Enquiry Officer while issuing notice to the late workman to appear before him on 14.11.1999 at the Office of the Executive Engineer, Telecom Civil Division, Lamington Road, Hubli as he did not turn up at the given time and even till 03.00 p.m. he directed the Presenting Officer to produce the evidence by which he proposes to prove the articles of charge in the next hearing and forwarded the copy of the proceedings to the late workman with notice to appear on 11.10.1999 and on that day late workman while appearing before the Enquiry Officer admitting the receipt of the charge sheet dated 26.11.1998 submitted that though he admits the charges claimed that as he was suffering from Jaundice could not send the leave letter nor intimation to the Officer where he was working, the Enquiry Officer taking that he do not plead guilty instructed him to nominate the defence assistant and postponed the enquiry till 28.10.1999. On 28.10.1999 the late workman without nominating any defence assistant requested for 15 days time and having regard to it the enquiry the Enquiry Officer postponed the enquiry till 22.11.1999. Again on 22.11.1999 the late workman expressing his inability to nominate his defence assistant requested to grant time and accordingly the Enquiry Officer postponed the enquiry to 15.12.1999. On 15.12.1999 the workman did not appear though the Enquiry Officer waited for him till 03.00 p.m. as such on that day without

any progress the enquiry was postponed without fixing further day. Again the Enquiry Officer while issuing notice to appear on 04.02.2000 and as the late workman did not turn up he postponed the enquiry to 21.02.2000 and as even on that day the late workman remained absent he decided to proceed exparte and fixed the further date to 13.03.2000 and on that day also the late workman did not appear he postponed the enquiry to 27.03.2000 on which day also the late workman since did not appear he recorded the evidence of Sh. P. Y. Sanganal and postponed the enquiry without fixing the next date of hearing. Again causing notice to the late workman and also the Presenting Officer to appear on 19.05.2000 as on that day late workman appeared furnishing him the copies of the previous days proceedings containing the evidence of the management and as he submitted that he has nothing to cross-examine with a request for postponement of the enquiry the Enquiry Officer postponed the enquiry to 16.06.2000 and on that received the written brief submitted by the Presenting Officer and furnishing its copy to the late workman directed him to submit his written brief on or before 03.07.2000 and as he did not submit his written brief on that day with note that a day will be fixed for oral arguments he caused notice to the Presenting Officer and the late workman to appear on 18.09.2000 and as the late workman did not turn up on that day he heard the arguments of the Presenting Officer and postponed the enquiry for the arguments of the workman to 06.10.2000 and as on that day the late workman did not turn he concluded the enquiry and he submitted his enquiry finding dated 08.12.2000 the charge being proved. Then the Disciplinary Authority while sending copy of the enquiry finding gave a second show cause notice 09.01.2001 called upon him to submit his reply within 15 days and inspite of its service since he did not submit any reply he passed the impugned order of Removing him from Service dated 12.04.2001.

7. After passing of the impugned order of punishment the wife of the late workman through her representation dated 01.08.2001 reporting that her husband died on 25.05.2001 requested for her compassionate appointment and there was no response to the same she approached the Hon’ble High Court of Karnataka in W P No. 11400/2003 seeking directions for her compassionate appointment and when the same was disposed off by order dated 07.11.2005 directing the II Party to consider her representation for compassionate appointment and to pass appropriate order within a period of three months and then the II Party gave her endorsement dated 01.03.2006 rejecting her request she approached ALC(C), Hubli through her representation dated 19.09.2006 and the ALC(C), Hubli submitting his failure report the Ministry of Labour issued endorsement dated 17.09.2007 declining to refer the matter for industrial adjudication. Thereafter when the wife of the late workman approached the Hon’ble High Court of Karnataka in W P No. 4834/2008 the Hon’ble

High Court by Order dated 04.04.2008 while quashing the communication dated 17.09.2007 directed the ministry to refer the dispute to the Industrial Tribunal, the Central Government made this reference for adjudication.

8. Since after receiving the evidence of both the sides on the Preliminary Issue touching the Domestic Enquiry the same being held as fair and proper by order dated 05.07.2012, the points that now remains for my consideration are :

**Point No. 1:** Whether the finding of the Enquiry Officer charge being proved is shown as perverse?

**Point No. 2 :** If not, whether the punishment of removal from service is disproportionate to the proved misconduct?

**Point No. 3 :** What Order/Award?

9. On appreciation of the pleadings with the material brought on record in the Domestic Enquiry in the light of the written arguments submitted by the learned advocates appearing on both sides my finding on Point No. 1 and 2 are in the negative and No. 3 is as per final order for the following reasons:

### REASONS

10. As narrated by me above in detail the late workman remaining absent without applying for leave from 01.08.1998 being admitted by his reply to the charge sheet copy of which is produced at Ex. M-7 he claimed that as he was suffering from Jaundice he was not in a position to move out of bed and as his family members were illiterate and did not know how to submit leave letter and medical certificate there was lapse on his part the charge that he had remained absent without applying for leave which can be termed as unauthorised is not in dispute and it was for the late workman to adduce evidence that he was suddenly fell ill and was not in a position to submit the leave application and even through his family members, but he failed to place on record any evidence in that regard including the medical evidence as such there was no other go for the Enquiry Officer to hold the charge as proved. Under the circumstances, the learned advocate appearing for the wife of the late workman was also unable to demonstrate from the evidence on record how the finding of the Enquiry Officer can be said to be perverse. In other words the late workman having unequivocally admitted that he remained absent from 01.08.1998 without applying for leave and having failed to substantiate his claim that it was due to he having suffered from jaundice there is no reason to term the finding of the Enquiry Officer charge being proved as perverse. Accordingly, I arrive at conclusion of answering Point No. 1 in the Negative.

11. **Point No. 2 :** As already adverted to by me above it is borne out from the records though the

Disciplinary Authority while forwarding a copy of the enquiry report to the late workman called upon him to show cause and in spite of its service he failed to make any representation the Disciplinary Authority proceeded to pass the impugned order of Removal from Service and to treat the period of absence as Dies-non. Since under Rule 162 P&T manual volume 3 the employee remaining absent from duty is expected to submit the leave application by the quickest possible means quoting the reasons for not obtaining the prior sanction of the leave but there being no material that the late workman applied for sanction of any leave even after issue of Memo dated 21.09.1998 and Charge Sheet dated 26.11.1998 along with the medical certificate, since as observed by the Disciplinary Authority in his order imposing the punishment the unauthorised absence was being considerably for a longer period and he failed to explain it by necessary evidence he exhibited uttered lack of devotion to duty and scant regard to the official communication amounting to serious act of indiscipline. Therefore, under the circumstances the Order passed by the Disciplinary Authority removing him from service with immediate effect and treating period of absence as Dies-non is just and proper and cannot be termed as disproportionate. Accordingly, I arrive at conclusion of answering this point in the negative.

12. **Point No. 3 :** In view of my finding on point No. 1 and 2 neither the enquiry finding is found perverse nor the punishment imposed by the Disciplinary Authority is found excessive/disproportionate the action of the management against its late workman Sh. R. G. Ganji has to be held as legal and justified. The wife of the late workman Sh. R. G. Ganji at whose instance this reference came to be made also in her claim statement seeks direction for her appointment on compassionate ground but the schedule of the reference is being restricted only for the action of the II Party removing her husband from service there is no scope to consider the same. Even otherwise the action of the management removing him from service is found as legal and justified this relief of compassionate appointment cannot be considered. In the result, I pass the following :

### ORDER

The action of the management of General Manager, Telecom Department, BSNL, Hubli, in terminating the services of their workman Late Shri R. G. Ganji w.e.f. 12.04.2001 and treating the period of absence as Dies-non is held as legal and justified and that his legal representative is not entitle for any relief. No order as to costs.

(Typed by UDC to my Dictation, corrected and signed by me on 13th June 2014).

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 9 जुलाई, 2014

**का.आ. 2070.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा सीनियर सुपरिन्टेन्डेंट, पोस्ट ऑफिस, बरेली के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, दिल्ली के पंचाट (संदर्भ संख्या 20/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 06/07/2014 को प्राप्त हुआ था।

[सं. एल-40011/8/2011-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 9th July, 2014

**S.O. 2070.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 20/2012) of the Central Government Industrial Tribunal/Labour Court No. 2, Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Sr. Superintendent, Post Office, Bareilly, and their workman, which was received by the Central Government on 06/07/2014.

[No. L-40011/8/2011-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT - II, DELHI 110 032**

**PRESENT:**

Shri Harbansh Kumar Saxena

**I.D. No. 20/12**

Sh. Nathulal Saxena

**Versus**

Sr. Superintendent, Post Office

**AWARD**

The Central Government in the Ministry of Labour vide notification No L-40011/8/2011-IR(DU) dated 29.12.2011 referred the following Industrial Dispute to this tribunal for adjudication :

“Whether the action of management of Sr. Superintendent of Post Office, Bareilly, in reducing wages in violation of provisions of I.D. Act is illegal and unjustified? What relief workman is entitled to ?

On 10.01.2012 reference was received in this tribunal. Which was register as I.D No. 20/2012 and claimant was called upon to file claim statement with in fifteen days

from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman appeared and filed his claim statement alongwith his affidavit on 11.12.12.

On the basis of contents of claim statement workman prayed that his pay be against from Rs. 1375 to 1740 and arrear of pay since 2002 be ordered to be paid to workman.

Workman Sh. Nathulal Saxena be promoted like other employees to the post of postman. Such promotion be given from the date on which other junior workmen have been promoted to the post of postman. Any other relief which court deems fit be also awarded to workman.

In reply of claim statement management filed its written statement on 09.05.2013. Which was introduced on record by my Ld. Predecessor. He passed following order on order sheet :

“Written statement filed. On perusal of the written statement, it came to light that the management nowhere disputes proposition that notice under section 9 A of the Industrial Disputes Act, 1947 was not given, prior to reduction of wages of the claimant. Hence, no evidence is to be called for from the parites. Case adjourned for arguments for 15.07.13. Long date is given at the request of Shri Atul Bhardwaj, authorized representative of the management.

But aforesaid Industrial Dispute has been transferred to this tribunal and case was taken up on 15.07.2013 in my absence. Then 02.08.2013 was fixed for arguments. On 02.08.2013 proxy counsel for the management requested for adjournment on his request case was adjourned to 13.09.13 for arguments.

On 13.09.2013 Ld. A/R for the management expressed his desire to move amendment application of amending written statement for which he sought time on his request case was adjourned to 17.10.2013. On 17.10.2013 amendment application for amending written statement moved by management. Copy of which supplied to Ld. A/R for the workman.

03.012.2013 was fixed for objection and disposal of amendment of application. On 03.12.13 workman filed objection against amendment application 06.02.2014 was fixed for disposal of application of amendment but argument to dispose of amendment application heard by me on 24.03.2014. Then I fixed 26.03.2014 for order. On 26.03.13 I passed following order :

Case is fixed for order relating to disposal of application for amendment in Written Statement filed by management and its relative objection.



I have heard the Ld. A/R's for the parties at length on 24.3.14 to dispose of aforesaid application I perused the record.

Perusal of order sheet dated 9/5/2013 shows that my Ld. Predecessor passed following order on the order sheet.

“Written Statement filed. On perusal of the written statement, it came to light that the management nowhere disputes proposition that notice under section 9 A of the Industrial Disputes Act, 1947 was not given, prior to reduction of wages of the claimant. Hence, no evidence is to be called for from the parties. Case adjourned for arguments for 15.7.13. Long date is given at the request of Sh. Atul Bhardwaj, authorized representative of the management”.

Which in itself shows that by filing Written Statement by respondent right accrues to workman. On the basis of which my Ld. Predecessor held that no evidence is required in the instant case and fixed 15/7/2013 for arguments. To whistle out aforesaid order Ld. A/R for the management took long date and subsequently moved amendment application for amending its written statement.

Hence amendment application has not been filed in good faith and has been moved after the date fixed for arguments. On the basis of settled law this Tribunal has no option except to reject the application which is hereby rejected. Fixed 6. 5.2014 for Arguments.

On 06.05.2014 I have heard the arguments of Ld. A/R's for the parties.

In the light of contentions and counter contentions I perused the pleadings of parties settled law on the point and relevant provisions of concerned law.

Perusal of order sheet dated 09.05.2013 passed by my Ld. Predecessor Or. R. K. Yadav shows that he observe that no notice u/s 9(A) of Industrial Dispute Act was given to workman prior to reduction of wages of the claimant/workman. In this respect management in its written statement mentioned nothing. Hence my Ld. Predecessor came to conclusion that no evidence is to be called for from the parties.

It is further relevant to mention here that management subsequently moved an amendment application to amend its written statement which was rejected by me through detailed order dated 24.03.2014. Wherein I came to conclusion that amendment application moved by management was not filed in good faith. Rather it was moved to whistle out the order dated 09.05.2013 through which right to workman accrued not to adduce

evidence to support his claim. In this background totality of circumstances justifies that reference is liable to be decided in favour of workman and against management. Which is accordingly decided.

Management is directed to pay salary of Rs. 1740 p.m. instead of 1375 p.m. to workman since 2002. Workman Sh. Nathulal Saxena be promoted like other employees to the post of postman. Such promotion be given from the date on which other juniors workmen have been promoted to the post of postman.

Award is accordingly passed.

Dated : 24/06/2014

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 9 जुलाई, 2014

**का.आ. 2071.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयरफोर्स कैंटीन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी-2/56 का 2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 06/07/2014 को प्राप्त हुआ था।

[सं. एल-14011/2/2010-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 9th July, 2014

**S.O. 2071.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT-2/56 of 2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Air Force Canteen and their workmen, which was received by the Central Government on 06/07/2014.

[No. L-14011/2/2010-IR (DU)]

P. K. VENUGOPAL, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

**PRESENT:**

K.B. KATAKE, Presiding Officer

**REFERENCE NO. CGIT-2/56 of 2010**

**EMPLOYERS IN RELATION TO THE MANAGEMENT  
OF AIR FORCE CANTEEN**

The Air Officer Commanding,  
The Manager Incharge  
Air Force Canteen, Headquarter Maritime  
Air Operations, IAF  
AFI Buildin, Dhobi Talao  
Mumbai-400 020.

### AND

#### THEIR WORKMEN.

Shri Ram Eliya Rao  
C/o. Maharashtra Employees Union  
Kokanipada  
Kurar Village  
Malad (E)  
Mumbai 400 097.

#### APPEARANCES :

FOR THE EMPLOYER : Mr. Selwyn Parades,  
Advocate.

FOR THE WORKMAN : Mr. F. R. Mishra,  
Advocate.

Mumbai, dated the 8th May, 2014.

### AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-14011/2/2010-IR (DU), dated 31.05.2010 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the Air Officer Commanding (AOC), The Manager-Incharge, Air Force Canteen, Mumbai in terminating the services of Shri Ramu Eliya Rao, w.e.f. 16/09/2008 is legal and justified? If not, what relief the workman is entitled to ?”

2. After receipt of the reference notices were issued to both the parties. In response to the notice second party workman filed his statement of claim at Ex-4. According to the second party workman he was appointed on 11.01.2000 by Mr. Mishra, Jr. Ward Officer of the first party as a Canteen Attendant against regular and permanent vacancy. However no appointment letter was given to him. He worked as Helper-cum-delivery man from 11.01.2002 to 16.8.2008. On 16/09/2008 he was taken ill and could not attend his duties. He obtained medical certificate from the panel doctor in respect of his illness. On 18/09/2008 at about 9.30 a.m. he had been to the Air Force Canteen with medical certificate to resume his duties. However Mr. A.P. Lokhande, Sqn. Ldr. in IAF told him that his services are not required. He orally terminated his

services without following due process of law. At the time of his illegal termination he was drawing wages of Rs. 4,450 p.m. According to the workman such termination of his services is illegal. Therefore he has raised industrial dispute. As conciliation failed the ALC (C) made a report of the Central Labour Ministry. On his report the Ministry sent the reference to this Tribunal. The workman prays that the action of termination of his services be declared illegal, mala fide and contrary to the provisions of law. He also prays that the first party be directed to reinstate him in the service with back wages and continuity of service.

3. The first party, management resisted the statement of claim vide its written statement at Ex-8. According to them the reference is misconceived, mala fide and not maintainable in law. The Air Force Canteen is run by the unit and there is no system for regular or permanent employee or civilians unless vacancy is released from Air Force Headquarters, Delhi. The second party workman was employed as daily casual labourer as and when required on day to day basis. Neither he was appointed nor any appointment letter was issued to him. He was being paid daily wages. Therefore neither he was issued pay slip nor given leave card. He was issued only gate pass for entry in the secured defence area. Due to frequent absence his services were terminated by the Officer-in-charge. He was paid his wages till 15/09/2008. He was not recruited or appointed in the service. There was no vacancy released by the Headquarters. Therefore the workman is not entitled to the relief claimed for. Therefore they pray that the reference be dismissed with cost.

4. Following are the issues for my determination. I record my findings thereon for the reasons to follow.

Sr. No.	Issues	Findings
1.	Whether the workman under reference is employee of first party and whether there exists employee-employer relationship ?	Yes.
2.	Whether the termination of services of the workman concerned is legal and justified ?	No.
3.	If not, whether the workman is entitled to be reinstated with full back wages ?	No.
4.	What relief the workman is entitled to?	As per order below.
5.	What order ?	As per final order.

**REASONS****Issue No. 1 :**

5. In this respect according to the workman he was appointed against clear vacancy. As against this it is contended on behalf of the first party that neither there was vacancy nor workman was appointed as their employee. According to them the workman was appointed as daily wager as and when required for. In this respect the ld. adv. for the first party submitted that they are merely selling the goods of canteen to the Air Force staff. Therefore they are not employer and question of employer-employee relation does not arise. In support of his argument the ld. adv. resorted to Apex Court ruling in *Workmen of Nilgiri Co-op. Mkt. V/s. State of Tamil Nadu and Ors.* 2004 I CLR 802. In that case the Society was rendering services to its members in return for commission. The Hon'ble Court thus held that the Society was not engaged in any trading activity, that the concerned workers having been engaged both by the growers and traders, it was not society which employed the workers either for the purpose of loading or unloading or grading, and the Tribunal and High Court correctly arrived at a finding that the concerned workers have failed to establish the existence of any employer-employee relationship between them and the society.

6. In the case at hand the first party is not like independent Society. On the other hand the first party is one of the Govt. Departments. Maintaining and selling the goods of the canteen is one of the functions of the first party. It cannot be compared with a society providing goods to its members. Therefore the ratio laid down in the above ruling is not attracted to the set of facts of the present case as first party herein is one of the Govt. Departments.

7. In this backdrop the question before me is whether there exists employee-employer relation between the second party with the first party. From the evidence on record it is clear that, neither workman was appointed by following the procedure for recruitment nor any appointment letter was given to him. He may not be a regular or permanent employee of the first party. However the first party has also not disputed that the workman was working with it in their canteen. According to them he was working on daily wages and as and when required for. Whereas according to the workman he was appointed against clear vacancy. However the workman himself has contended in the statement of claim that neither he was given any appointment letter nor any pay slip was issued to him and the wages were paid to him by obtaining his signature on some register. According to the workman after 2006 his signatures were also not obtained on any register

for having received the payment. All these indicate that the workman was never appointed against permanent vacancy. From the pleadings and evidence on record it is revealed that though the workman was not permanent or regular employee of the first party, he was very well employed by the first party, may be as a daily wager and there exists employee-employer relationship between the second party workman and the first party. Accordingly I decide this issue no.1 in the affirmative.

**Issue No. 2 & 3 :**

8. In this respect according to the first party the workman was neither appointed by following the procedure prescribed for the recruitment nor his appointment is against any vacancy. It is the case of the first party that the workman was working on daily wages. Therefore he is not entitled to claim either reinstatement or any other relief.

9. On the point it was submitted on behalf of the second party workman that, the first party has not denied the fact especially its witness has not denied in his cross examination that, the second party workman had worked with the first party from 11/01/2000 to 18/09/2008. According to the second party the workman has worked continuously for more than eight years. He has worked more than 240 days in each calendar year. Therefore according to the second party, the workman is entitled to protection under Section 25 F of the I.D. Act. In this respect fact is not disputed that the workman was neither served with notice nor given a charge sheet and his services were terminated arbitrarily without any inquiry or by following procedure laid down under Section 25-F of the I.D. Act. The ld. adv. for the second party submitted that even services of temporary employee cannot be terminated without following the procedure prescribed under Section 25-F of I.D. Act. In support of his argument the ld. adv. cited Apex Court ruling in *Management of Wilcox Buckwell (I) Ltd. V/s. Jagan Nath* 1973 (O) AIJEL—SC 16973 wherein the Hon'ble Court referred its earlier judgement in *Digwadih Colliery V/s. Their Workmen* (1965) 3 SCR 448 in which a bidi workman had worked as employee for more than 240 days. He was retrenched in 1961 and the Court apparently proceeded on the basis that even a person who was working as a badli was entitled to the benefit of provisions relating to retrenchment if he fulfilled the requisite condition.

10. The ld. adv. for the second party also submitted that though a workman remained absent without leave his services cannot be terminated without notice and inquiry. Such a termination is void. In support of his argument the ld. adv. resorted to Apex Court ruling in *L. Robert D'Souza V/s. The Ex- Engineer, South Railway & Ors.* 1982 LAB.I.C.



811 wherein the Hon'ble Court in para 21 of the judgement observed that ;

“Absence without leave constitutes misconduct and it is not open to the employer to terminate the services without notice and inquiry or at any rate without complying with the minimum principle of natural justice.”

In para 7 of the said judgement the Hon'ble Court further observed that;

“If termination of service of a workman is brought about for any reason whatsoever it would be retrenchment except if the case falls within any of the excepted categories i.e. termination by way of punishment etc.”

11. In the case at hand the services of the workman was terminated without any inquiry or by way of punishment, or compulsory retirement etc. Therefore as observed by the Hon'ble Apex Court it amount to retrenchment. Though the workman at hand is not a permanent workman, however as he had worked for more than 240 days in a calendar year the workman was well entitled to the protection under Section 25-F of the I.D. Act. As first party management has not paid notice pay or retrenchment compensation, the termination or retrenchment of the workman has to be held illegal. In the case at hand the workman was not appointed by following recruitment process. He was a daily wager workman. In the circumstances instead of reinstatement in the service I think it proper to direct the first party to pay compensation to the workman. Accordingly I decide this issue no.2 & 3 in the negative. In this respect to meet the end of justice I think it proper to award compensation to the workman to the tune of Rs.75,000/-. Thus I proceed to pass the following order :

#### ORDER

- (i) The reference is partly allowed with no order as to cost.
- (ii) The order of termination of services of workman is illegal and unjustified
- (iii) Instead of reinstatement, the first party is directed to pay compensation to the tune of Rs.75,000/- to the workman.

Date : 08/05/2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2072.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सुपरिन्टेन्डेंट, रेलवे मेल सर्विस, रायपुर, के प्रबंधतंत्र के संबद्ध नियोजकों और उनके

कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार/औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/2/93) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-40012/7/92-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2072.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/2/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Superintendent, Railway Mail Service, Raipur and their workman, which was received by the Central Government on 14/07/2014.

[No. L-40012/7/92-IR (DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/2/93**

SHRI R.B.PATLE, Presiding Officer

Shri P. V. Urganlawar,  
Bhanapeth Ward No. 1,  
Kasturba Road,  
Chandrapur (Maharashtra)

... Workman

#### Versus

The Superintendent,  
Railway Mail Service,  
Raipur Division,  
Raipur (MP)

... Management

#### AWARD

Passed on this 23rd day of May 2014

As per letter dated 28-12-92 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-40012/7/92-IRDU dated 28-12-92. The dispute under reference relates to :

“Whether the action of the management of Postal (RMS) Raipur Division in removing from service Shri P.V.Urganlawar, Sorting Asstt. w.e.f. 31-8-87 is legal and justified? If not, to what relief the affected workman is entitled to ?”

2. After receiving reference, notices were issued to parties. 1st party workman submitted statement of claim at Pages 3/1 to 3/4. Case of workman is that he was appointed ad confirmed employee of (P&T) RMS vide order dated 14-8-69. His service record was excellent. Charge sheet was issued to him on 19-1-82 for unauthorized absence from 13-10-80, that Mr. S.R.Pankaj was appointed as Enquiry officer. He was terminated from 31-8-87. His appeal was dismissed on ground of delay. Subsequent appeal on the application for condonation of delay was rejected. That termination of his services and departmental enquiry are illegal. Charge sheet was extremely vague, not disclosed correct facts. That workman was not given opportunity for his defence. He was not given proper Defence Assistant to cross-examine witnesses in support of the defence. The documents requested by him on 27-7-85 were not produced. That applicant had submitted medical certificates by post were received by the IInd party management. That 10 medical certificates were sent by him. In spite of his request to produce dispatch register, inward register for evidence, his request was rejected. It was not proved that IInd party had not issued those documents. Applicant was not unauthorisely absent. Material facts were not produced. Concerned clerk was not examined findings of Enquiry Officer are perverse. The punishment of dismissal is disproportionate to the alleged misconduct. Workman could not attend duties because of illness. That showcause notice was not issued to him before passing order of punishment. Enquiry was conducted following principles of natural justice. On such ground, workman prays for his reinstatement with back wages.

3. IInd party filed Written Statement at Pages 7/1 to 7/3. It is submitted that workman was confirmed as Sorting Assistant from 1-7-72 and not from 14-8-69 pleaded by him. Under Rule 38 of Post and Telegraphs Manual Volume-4, workman was transferred from office of APSO Bhopal to office of SRO, RMS, Raipur Division. Workman joined his place of duty on 19-6-80 and immediately proceeded on leave from 20-6-80 to 12-10-80. Workman remained unauthorisely absent till 19-1-1982. For his unauthorised absence, violation of Rule 63 charge sheet was served on workman on 19-1-84. Workman denied charges, therefore Enquiry Officer was appointed. That R.K.Maitra was appointed as Defence Assistant. Enquiry was conducted against workman as per Rule 14 of CCS (CCA) Rules, 1965. Enquiry Officer found workman guilty of charges against him. The Disciplinary Authority considering facts and circumstances imposed punishment of removal from service on 31.8.87, the punishment is proportionate to the charges. It does not call for interference. It is further pleaded that if enquiry is found vitiated, management be allowed opportunity to prove misconduct before this Tribunal. IInd party has pleaded that initially workman was appointed by SSRM "L" Division, Bhusawal, Raipur was

subordinate to Appointing Authority. Sr. Superintendent of Post, Raipur was appointed as ad hoc according to rule. On such contentions IInd party prayed for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i)	Whether the action of the management of Postal (RMS) Raipur Division in removing from service Shri P. V. Upaganlawar, Sorting Asstt. w.e.f. 31.8.87 is legal and justified?	In Negative
(ii)	If not, what relief the workman is entitled to?"	As per final order.

#### REASONS

Before dealing with the evidence, I may point out that the record of enquiry was not produced by management. As per order sheet dated 18-11-98 management wanted time to produce DE papers. It was observed that sufficient time have already been granted. Prayer not allowed. Management to prove misconduct in court on next date. The order sheet dated 15-2-99 clearly shows that management wanted time to prove misconduct. Time was granted on cost of Rs. 100. As such the record of enquiry was not produced before Court. The issue about legality of enquiry proceeding was not decided instead the management was permitted to prove misconduct in Court. Management filed affidavit of evidence of witness Shri S. K. Jugnar. Management's witness has stated that workman was working as Sorting Assistant vide order dated 23-5-80, he was transferred from Sub Record Office, RMS Raipur Division, Bilaspur vide order dated 16-6-80, workman was transferred by Sr. Suptd. RMS, Air Mail Sorting Division, Mumbai. Workman reported to duty on 19-6-80. After joining place of duty, workman proceeded on leave for 12 days from 20-6-80 on medical ground. Workman thereafter remained unauthorisely absent from 13-10-80 till the chargesheet was issued to him as per letter dated 11-9-81. That Suptd. RMS, Raipur Division Mr. N.K.Nayak issued letter dated 12-10-81 asking workman to resume duties. Chargesheet was issued to workman on 19-1-1982. Workman remained absent unauthorisely from 13-10-80.

6. In his cross-examination, management's witness says he filed affidavit as per record. All documents are produced on record. In 1980-81, he was posted at Bhilai. Workman did not work under him at any time. He was not concerned with DE conducted against workman as he was not posted at Raipur. He claims ignorance as to which officer initiated enquiry against workman. Workman was

transferred from Bombay. In 1981 witness was working as Sub Divisional Postal Inspector at Durg. He was Disciplinary Authority of Class-IV employees. He was not competent to take disciplinary action against workman. Management's witness says if any employee goes to his native place and fell ill, the certificate of Private Doctor can be considered. The orders on the application and related documents are passed by Competent Authorities. Letters issued to employee bears outward number, discharge register is to be maintained in the office. No entries are made in respect of Document No. M14 in dispatch register. Document M-4-A, B, C, D were received in the office. Document Exhibit M-4 C, F, G, H were also received in the office. The documents Exhibit M-1, M-5-J, K, L, M, N, O, P were sent. Document M-6-B, M-5, M-6 were sent on same address. The management's witness claims ignorance whether document Exhibit M-6(B) bears signature of workman. Chargesheet Exhibit M-7 was sent to workman by post. Chargesheet Exhibit M-7 was sent to workman by post. Its postal receipt is not available. On 19-1-82, when workman came for joining duties, at that time, chargesheet Exhibit M-7 was given to him. full address of workman is written on Exhibit M-8. Nomination was not sent to workman on his Nagpur Address. Whether the medical certificate of workman Exhibit M-1 to M-5 were sent to Raipur office, the witness was not able to tell. Management's witness claims ignorance whether workman was suffering from illness and he was sending medical certificate to office in 1980-81. Management's witness is unable to tell whether any adverse entries were recorded in his service book. That the application for leave of workman are not received in the office.

7. Now turning to the evidence of Ist party workman, affidavit of his evidence is filed. He has stated that he was granted leave from 20-6-80 to 12-10-80. That he submitted application for extension of leave. His application was not rejected. He suffered serious illness. He received treatment from Pvt. Doctor. The information about his illness was given to the management from time to time. He sent application for extension of leave. He was not intimated whether his leave was refused. He was under the belief that his leave was sanctioned. workman has produced copies of leave application marked as M-4, medical certificate Exhibit M-4-A, B, C, D leave application Exhibit M-4(E), Medical Certificate M-4(j to n) & other documents, application for leave and medical certificates dated 20-6-80, 4-4-82, postal receipts. The workman could not be cross-examined by Management, as the right to cross examination by management is closed on 8.9.2009. The documents produced Exhibit M-1 is copy of transfer order. The transfer was subject to conditions. Exhibit M-4 is leave application dated 20-6-80, M-4-A is leave application dated 1-9-88, M-4-B appears postal receipt, 4-C also copy of medical certificate dated 1-9-80. Exhibit M-4B application

for medical leave from 1-9-80 and other applications for medical leave are produced at Exhibit M-4 F, G, I, L, Certificate M-4(M). All those documents Exhibit M-4-N, O, P, documents are produced by the management. However management has not produced any order whether the leave requested by workman was sanctioned or rejected. Management's witness says that leave applications were not received, his evidence is contradictory as IInd party producing all those leave applications on record. Chargesheet was issued to workman Exhibit M-7 dated 19-1-82. Second Party has not produced postal receipt or acknowledgement about service of Charge sheet on workman. The evidence of managements' witness discussed above shows that he has no personal knowledge about unauthorized absence of workman. He was not working at relevant time at Raipur. No other witness is examined by management to prove that Ist party workman was unauthorisely absent from 13-10-80 till 19-1-82. As discussed above management was permitted to prove misconduct, however evidence of management's witness that workman was unauthorisely absent from 13-10-80 onwards is not supported by authentic documents. The relevant record and witness is not produced by management. Thus the evidence adduced by IInd party is not sufficient to prove charge against workman. Therefore the action of the management imposing punishment of removal from service cannot be said proper and legal. For above reasons, I record my finding in Point No.1 in Negative.

8. Point No. 2- Ist party is removed from service on 31.8.1987 for unauthorized absence from 13-10-80 to 19-1-82. Management itself has produced several leave applications submitted by workman. Management's witness claims that applications were not received in the office, what orders were passed on leave applications submitted by workman is not known to him. Without verifying the applications submitted by workman with medical certificates received in the office of IInd party, chargesheet was issued and on report of Enquiry Officer, workman was removed from service. The record of Enquiry proceedings is not produced. The evidence of management witness is not co-gent to prove unauthorized absence of workman. As per evidence of management's witness, workman had come for joining duties, at that time chargesheet was served on him. Action taken by the Competent Authority appears very in-haste without verifying record. Considering above aspects, though the order of removal from service of workman is illegal and workman deserves to be re-instant. However, workman has attained age of 60 years. His evidence is silent about what work he was doing after removal for his survival. Considering above aspects, first party workman is entitled to 50% wages from date of his removal till date of his superannuation. Accordingly, I record my findings on point No. 3.

9. In the result, award is passed as under :

- (1) Action of Management of Postal (R.M.S.), Raipur Division in removing Shri P. V. Upaganlawar from service w.e.f. 31.8.1987 is illegal.
- (2) Order of removal of Ist party workman dated 31.8.87 is set-aside.
- (3) IInd party is directed to pay 50 % wages to the workman from 31-8-87 to the date of his superannuation and Pensionary benefits as per rules be also allowed to workman.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2073.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार अफसर इंचार्ज, थेओलोजिकल सर्वे ऑफ इंडिया, शहडोल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट ( संदर्भ संख्या सीजीआईटी/एलसी/ आर/174/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-42012/95/96-आईआर ( डीयू) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2073.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/174/97) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Office Incharge, Theological Survey of India, Shahdol and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-42012/95/96-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**NO. CGIT/LC/R/174/97**

SHRI R. B. PATLE, Presiding officer

Shri Kodulal Kumhar & 2 others,  
Gram Semra, PO Llpur,  
Thana Burhar,  
Distt. Shahdol (MP) . . . Workman

**Versus**

Officer Incharge,  
Theological Survey of India,  
Unit No.329,  
Burhar Drilling Camp,  
PO Burhar,  
Distt.Shahdol . . . Management

**AWARD**

Passed on this 24th day of June, 2014

1. As per letter dated 18-6-97 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-42012/95/96-IR(DU) . The dispute under reference relates to :

“ Whether the action of the management of STA(D) Incharge Unit No.329, Geological Survey of India, Burhar Drilling camp in terminating the services of S/Shri Kodulal Kumhar, Jailal Kumhar and Guman Kumhar as unskilled contingent workers at Burhar Drilling Camp in August, 1995 is legal and justified? If not, to what relief these workmen are entitled to ?”

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim at Pages 2/1 to 2/4. Case of workman is that they were continuously working as labours with IInd party from 1986 to 17-8-95. That their services were discontinued from 17-8-95 without assigning any reasons. They were paid Rs. 1010 per month. They were not served with any chargesheet. Before termination of their services, they were intermittently granted leave. Their services are discontinued in violation of Section 25-F of I.D. Act. They were not served with notice, they were not paid pay in lieu of notice. That IInd party violated Section 25-N of I.D. Act. Principles of last come first go was not followed. They claims to be employees under Section 25-B of I.D. Act. Their services were terminated without notice. Termination of their service is illegal. On such grounds, workmen are praying for reinstatement with consequential benefits.

3. IInd party filed Written Statement at Pages 10/1 to 10/2. Claim of workman is denied. It is submitted that workmen were not permanent employee of management. They were engaged as casual labours for drilling work and other related jobs. That workman have not worked with management from 1986 to 17-8-95. They had not completed 240 days in any calendar year. Workmen were engaged purely on temporary basis as casual labours. Their engagement was for specific work for specific period. Their services were automatically discontinued after their



work was finished. The record of casual labour is not maintained. Workmen were engaged on basis of no work no pay. There was no need to issue chargesheet. No appointment letters were given to them. There was no question of payment of retrenchment compensation to the workmen. That the management is not an Industry under I.D.Act. management is an organization engaged for specific work. On such grounds IInd party prays for rejection of claim.

4. Workmen filed rejoinder at Pages 15/1 to 15/2 reiterating their contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i)	Whether the action of the management of STA(D) Incharge Unit No.329, Geological Survey of India, Burhar Drilling camp in terminating the services of S/Shri Kodulal Kumhar, Jailal Kumhar and Guman Kumhar as unskilled contingent workers at Burhar Drilling Camp in August, 1995 is legal and justified?	In Negative
(ii)	If not, what relief the workman is entitled to?"	As per final order.

#### REASONS

6. Workmen are challenging termination of their services for violation of Section 25-F, N of I.D.Act. Workmen are claiming that they were working continuously from 1986 till 17-8-95. Identical affidavit of evidence is filed by all these workmen. That they were continuously working from 1986 till 17-8-95. They were paid Rs.1010 per employee. Their services were terminated without notice. Jailal in his cross-examination says he had not read contents of his affidavit. From his re-examination, he proved Document Exhibit W-1. Kodulal Kumhar in his cross-examination says that he had worked more than 240 days in 1995-96. He did not worked continuously at same place. He produced documents about working from 1986 to 1995. Appointment letter was given to him which he produced in court. He denies that he had not worked for 240 days in any year. Guman Kumhar in his cross-examination says he has not produced documents about his working during 1986 to 1995. Appointment letter was not given to him. He was not given any leave. He was staying at Katkona camp during 1986 to 1995. He was not working on machine. Work was temporary. He had not

submitted leave applications. He was orally requesting for leave. He denies that he had not worked for 240 days. From his evidence in re-examination Document Exhibit W-1(a) is proved.

7. The document Exhibit W-1, W-1/A shows that Jailal and Guman Kumhar were working with IInd party from 1-4-88 till 31-1-95 & 3-1-88 to 31-1-95 respectively. They were working in break not exceeding 140 days at a time as per rules. Those circulars clearly shows that they were not allowed to complete more than 180 days continuously. Circular does not show that any break was given to them during above period.

8. Management filed affidavit of Shri Pratik Roy Choudhary. Management's witness says drilling camp exists at particular location. The role of incharge of a drilling camp is limited to manage day to day affairs of the drilling camp. That they are not entitled to issue engagement certificates. The GSI Headquarter at Kolkata does not maintain engagement details of casual labour engaged at Drilling camps. When IInd party is not maintaining engagement details of casual labour, evidence of management's witness that workman had not completed 240 days in a calendar year has no basis. In his cross-examination, management's witness says he has not produced any document in support of his affidavit. All three workmen were working in Unit 329 as casual employees. If evidence of workmen are compared with evidence of management's witness, evidence of management's witness cannot be accepted as any document is not produced by him. The evidence of workman Jailal and Guman Kumhar is corroborated by document Exhibit W-1, W-1(a). Therefore, evidence of workman cannot be disbelieved. From evidence of workman supported by document W-1 & W-1(a) it is proved that workman was continuously working for 240 days, their services are terminated without notice. Termination of their service is in violation of Section 25-F of I.D. Act. For above reasons, I record my finding in Point No.1 in Negative.

9. **Point No. 2**—In view of my finding in Point 1, question arises whether workmen are entitled for reinstatement with back wages. The evidence on record clearly shows that workmen were engaged as casual labour for drilling camps. The appointment letters were not issued to them. They were working in 1988 to 17-8-95. Considering above aspects reinstatement would not be appropriate. In my considered view, compensation Rs.75,000 to each workmen would be appropriate. Accordingly, I record my finding in Point No. 2.

10. In the result, award is passed as under:-

- (1) The action of the management of STA(D) Incharge Unit No.329, Geological survey of India, Burhar Drilling camp in terminating the services

of S/Shri Kodulal Kumhar, Jailal Kumhar and Guman Kumhar as unskilled contingent workers at Burhar Drilling Camp in August, 1995 is not legal and proper.

- (2) IInd party is directed to pay Rs.75,000 to each of the workmen within 30 days from the date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2074.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एजीक्यूटिव इंजीनियर, गैरिसन इंजीनियर, जबलपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, ईस्ट जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/49/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-14012/92/91-डी-2 (बी)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2074.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/49/92) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of the Executive Engineer, Garrison Engineer, East Jabalpur and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-14012/92/91 D-2 (B)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/49/92

SHRI R. B. PATLE, Presiding officer

Shri Bhure Singh,  
S/o Shri Nanhe Singh,  
Q. No. 1629, New Christian Colony,  
Post Ghamapur,  
Jabalpur . . . Workman

#### Versus

The Executive Engineer,  
East, Jabalpur . . . Management

#### AWARD

Passed on this 23rd day of June, 2014

1. As per letter dated 6-3-92 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-14012/92/91-D-2(B). The dispute under reference relates to :

“Whether the action of Executive Engineer, Garrison Engineer (East), Jabalpur (MP) in terminating the services of Shri Bhure Singh S/o Shri Nanhe Singh, Ex. Chowkidar w.e.f. 25-8-89 is legal and justified? If not, to what relief the workman is entitled to ?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at page 2/1 to 2/4. Case of workman is that he was appointed on office watchman on 10-8-83 in establishment of Garrison Engineer, Jabalpur under Govt. of India. That he is a handicapped person having disabilities. He was appointed in clear vacancy after his name was sponsored through Employment Exchange. That Garrison Engineer is a establishment performing all civil work – construction, repairing buildings, roads, drains etc. About 1000 workers were engaged in various types of masson working. That workman had completed 6 years uninterrupted service as watchman. He has acquired status of quasi-permanent employee. His service record is unblemished. In February, 1989, workman applied for leave till 4-2-89. After sanction of leave, he had gone to his Village Sarauli Area. That he had applied for extension of leave till 27-3-89. Workman was declared fit by Medical Officer on 27-3-89. Workman reported to join duty on 28-3-89 alongwith certificate but the workman was not allowed to join duty. Workman submits that any enquiry was not conducted against him. His services were terminated without notice, without issuing chargesheet or conducting enquiry. On such grounds, workman prays for his reinstatement with back wages.

3. IInd party filed Written Statement at Page 12/1 to 12/8. Preliminary objection is raised by IInd party that reference is not tenable. Provisions of I.D. Act are not applicable to Garrison Engineer as it is part of army. Its services are used by Army for their use. The establishment of defence forces are to defend the territories of the country from external aggregation. That IInd party is discharging

sovereign functions of the State. That as per ratio held in case of Bangalore Water Supply, the sovereign functions of state are excluded from Industry. As such the reference is not tenable. It is reiterated that as IInd party is discharging sovereign functions being part of the Military Establishment, provisions of I.D. Act are not applicable to it. It is not covered as industry under Section 2(j) of I.D. Act.

4. IInd party further submits that Ist party workman remained absent on various days during January to June, 1987. Workman applied for 6 days leave from 30-1-89 to 4-2-89. After expiry of sanctioned leave, he was supposed to join on 5-2-89. Workman remained absent from February, 1989 to June, 1989. The notice was issued in daily news paper calling him to join duty within 30 days. Workman did not report to the duty. It was presumed that workman was not interested to join duty. Notice was published in daily newspaper on 20-9-89. Workman did not resumed duties.

5. IInd party has reiterated that workman remained absent without intimation. He did not return for duty even after notice issued to him. Therefore service of workman are terminated. On such contentions, IInd party prays for rejection of claim.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

- |       |   |                     |
|-------|---|---------------------|
| (i)   | Whether the establishment of IInd party is an Industry under Section 2(j) of I.D. Act?  | In Affirmative      |
| (ii)  | Whether the action of Executive Engineer, Garrison Engineer (East), Jabalpur (MP) in terminating the services of Shri Bhure Singh, S/o Shri Nanhe Singh, Ex.Chowkidar w.e.f. 25-8-89 is legal and justified ? | In Negative         |
| (iii) | If not, what relief the workman is entitled to?"  | As per final order. |

### REASONS

7. **Point No. 1**—workman is challenging termination of his services on various grounds. IInd party has raised objection that it is part of Army Establishment discharging sovereign functions of State. It is not covered as Industry. The provisions of I.D. Act are not applicable to establishment of IInd party. Section 2(j) of I.D. Act defines-

“Industry means any business, trade, undertaking, manufacture or calling of employers and includes any calling service, employment, handicraft or industrial occupation or avocation of workmen. Said section was amended as per Act.

18 of 52 Sub clause (b) deals for exclusion of agricultural operation, hospitals or dispensaries, educational, scientific research or training institutions, Khadi or village industries, charitable social institutions etc. there is no reference of execution of Garrison Engineer- IInd party No. 2.

8. IInd party filed affidavit of witness Shri S.V. Vyavahare. Witness has stated that management of Garrison Engineer is part of and parcel of Indian Army. Indian Army is discharging sovereign functions. Brief narration is found that IInd party is engaged in construction, repairs of buildings.

9. Learned counsel for workman has submitted citation in—

Case of Bangalore Water Supply and Sewerage Vrs. A.Rajappa and others reported in 1978-SSC(L&S)-215. In para 179 of the judgment, their Lordship have discussed about the exceptions called out by Court is in favour of activities undertaken by the Government in the exercise of its inalienable functions under the constitution, call it regal, sovereign or by any other name. Their Lordship further observed if water supply and sewerage schemes or fire fighting establishments run by a Municipality can be industries, so ought to be the manufacture of coins and currency, arms and ammunition and the winning of oil and uranium. The fact that these latter kinds of activities are or can only be, undertaken by the State doesnot furnish any answer to the question whether these activities are industries. When undertaken by a private individual they are industries. Therefore when undertaken by the State, they are industries. The nature of the activity is the determining factor and that doesnot change according to who undertakes it. Items 8,11,12,17 & 18 of the first schedule read with Section 2(n)(vi) of the I.D. Act render support to this view. These provisions which were described in Hospital Mazdoor Sabha as very significant at least show that conceivably a Defence Establishment, a Mint or a security press can be an industry even though these activities are, ought to be and can only be undertaken by the State in the discharge of its constitutional obligations or functions. The State doesnot trade when it prints a currency note or strikes a coin. And yet, considering the nature of the activity, it is engaged in an industry when it does so.”

Considering ratio in above case, IInd party is covered as an Industry under Section 2(j) of I.D. Act. therefore I record my finding in Point No.1 in Affirmative.

10. **Point No.2**—perusal of record shows that workman has filed affidavit of his evidence workman has



stated that his services were terminated without notice, no enquiry was conducted against him. He was not given opportunity of hearing. In his cross-examination, workman says that address shown in affidavit is correct. He has not received any notices. He was submitting leave applications to Head clerk. That he was absent from 30-1-89 to 4-9-89 as he was not keeping well. He had submitted application for leave by post. The affidavit of evidence filed by witness of management Shri S.V. Vyavahare shows that workman was absent. Notices were issued to workman. Even after public notice, workman did not resume to duty therefore it was presumed that workman would not return back on duty. Evidence on record clearly shows that workman was not served with chargesheet, no enquiry was conducted for his unauthorised absence. Therefore termination of services of workman cannot be justified. For above reasons, I record my finding in Point No.2 in Negative.

11. In view of my finding in Point No.2, termination of service of workman is illegal, question arises whether workman is entitled for reinstatement with back wages. On above point, learned counsel for IInd party has placed reliance on ratio held in Case of L.Robert D'Souza versus Executive Engineer, Southern Railway and another reported in AIR 1982-Supreme Court 854. Their Lordship of the Apex court considering striking off name of workman from roll without anything more held it constitutes retrenchment. In present case, services of workman were terminated without notice, he was not paid retrenchment compensation despite the workman was appointed since 1983 merely issuing notice or publishing in newspaper, the services of workman were terminated. In view of my finding in Point No.2, termination of workman is illegal, workman deserves to be reinstated in service. The evidence of Ist party workman is devoted that he was not allowed to join duties on 20-3-89. His affidavit is not clearly stating what he was doing after termination from service. The affidavit of evidence of management's witness Shri S.V. Vyavahare is silent about gainful employment of workman. Considering workman was terminated long back in 1989, for violation of Section 25-F of I.D. Act, reinstatement of workman with 30 % back wages would be appropriate relief. Accordingly I record my finding.

12. In the result, award is passed as under:-

- (1) The action of Executive Engineer, Garrison Engineer (East), Jabalpur (MP) in terminating the services of Shri Bhure Singh, S/o Shri Nanhe Singh, Ex.Chowkidar w.e.f. 25-8-89 is illegal.
- (2) IInd party management is directed to reinstate workman with continuity of service with 30 % back wages.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In

case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

13. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2075.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा दिविशनल इंजीनियर, टेलीकॉम प्रोजेक्ट, रायपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/213/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-40012/18/98-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2075.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/213/98) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Divisional Engineer, Telecom Project, Raipur and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-40012/18/98-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM LABOUR COURT,  
JABALPUR**

**No. CGIT/LC/R/213/98**

SHRI R.B.PATLE, Presiding Officer

Shri Paraslal,  
S/o Shri Dukhu,  
Vill Ghatkachhar,  
PO Sighora, Tehsil Saraipali,  
Raipur

... Workman

**Versus**

Divisional Engineer,  
Telecom Project,  
7, Sahakari Marg-II, Choubey Colony,  
Raipur (MP)

... Management

**AWARD**

Passed on this 24th day of June, 2014

1. As per letter dated 10-9-1998 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-40012/18/98/IR (DU). The dispute under reference relates to :

“Whether the action of the management of Divisional Engineer, Telecom Project, Raipur (MP) in terminating the services of Shri Dukhu, Ex Mazdoor is legal and justified? If not, what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 3/1 to 3/4. The case of workman is that he was appointed as mazdoor on permanent post in 1986. His services were discontinued on 16-2-88. That he worked more than 240 days. He was performing his duties honestly. That termination of his service was by way of punishment. He was not paid one month's notice or one month's pay in lieu of notice. The termination of his service is in violation of Section 25-F(A,b) of I.D. Act. the action of IInd party is arbitrary by way of victimisation of unfair labour practice. Workman further submits that employee junior to him filed Petition No. 196/90 before CAT Jabalpur for regularisation claiming that they worked more than 240 days working for more than 5 years. Hon'ble CAT Jabalpur directed IInd party to accommodate concerned petitioners against available vacancies. Ist party workman submits termination of his service is illegal. He prays for his reinstatement.

3. IInd party filed written statement at page 6/1 to 6/2. It is submitted that workman was engaged purely on temporary basis on daily wages. It is denied that workman was appointed by management. Any post was not lying vacant with the management. Workman was not engaged by DE, Telecom project, Raipur. He was engaged by DE Coaxial cable project. Workman was engaged on muster roll on daily wages. The retention period of muster roll is 5 years. It is difficult to comment whether workman was engaged and discontinued as dispute is raised by workman after long gap of 10 years. All other adverse contentions of workman are denied. IInd party prays for rejection of claim.

4. Rejoinder is filed by workman at Page 7/1 to 7/2 reiterating its contentions in statement of claim. It is submitted that casual workers working in Coaxial Project Raipur has been merged with DE Telecom Project, Raipur. It is submitted that workman had rendered more than 240 days service. The service of workman are terminated in violation of Section 25-F of I.D. Act.

5. Considering pleadings on record, the points which arise for my consideration and determination are as

under. My findings are recorded against each of them for the reasons as below :

- |   |                     |
|---|---------------------|
| (i) Whether the action of the management of Divisional Engineer, Telecom Project, Raipur (MP) in terminating the services of Shri Dukhu, Ex Mazdoor is legal and justified? | In Negative         |
| (ii) If not, what relief the workman is entitled to ?”  | As per final order. |

**REASONS**

6. Workman filed affidavit of his evidence. Workman has stated that he was appointed by management of IInd party against permanent post in 1996. Appointment letter was not issued to him, that he worked continuously from 1986 to 31-3-88. He had worked more than 240 days. Services were terminated without compliance of Section 25-F of I.D. Act. In his cross-examination, workman says he passed Vth standard. He stated that his affidavit is in English. That post was not advertised before his appointment. His name was not sponsored through Employment Exchange. Coaxial project was for special work. He was paid wages for his working days.

7. Management's witness shri R.R. Yadav has stated that workman was engaged on muster roll on daily basis. He was engaged temporarily for specific period. The order passed by CAT in original Application No. 79/97, 196/90 pertains to the respective applicants. Management's witness was not cross-examined. The ordersheet dated 13-12-2011 shows that management's witness could not be cross-examined. His evidence will not be looked into in the case. Thus evidence of management's witness cannot be considered. For failure of management witness's cross-examination, the evidence of Ist party workman therefore deserves to be accepted. From evidence of workman, it is established that he was continuously working from 1986 to 1991. His services were terminated without notice in violation of Section 25-F of I.D. Act. Therefore I record my finding in Point No.1 in Negative.

8. **Point No. 2-** in view of my finding in Point No.1 that termination of services of workman is illegal, question arises whether the workman is entitled for reinstatement with backwages. The evidence in cross-examination of workman shows his name was not sponsored through Employment Exchange, appointment letter was not given to him. Workman was engaged on daily wages therefore reinstatement of workman is not justified. Considering period of work from 1986 to 1991, reasonable compensation would be appropriate relief. Considering working period, compensation Rs. 75,000 would be appropriate. Accordingly I record my finding in Point No. 2.

9. In the result, award is passed as under :

- (1) The action of the management of Divisional Engineer, Telecom Project, Raipur (MP) in terminating the services of Shri Dukhu, Ex Mazdoor is not legal.
- (2) IInd party is directed to pay compensation Rs.75,000 to workman within 30 days from the date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2076.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दिविशनल इंजीनियर, टेलीकॉम प्रोजेक्ट, रायपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/211/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-40012/16/98-आईआर (डीयू) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2076.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/211/98) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Divisional Engineer, Telecom Project, Raipur and their workman, which was received by the Central Government on 14/07/2014.

[No. L-40012/16/98-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**No. CGIT/LC/R/211/98**

**SHRI R.B.PATLE, Presiding Officer**

Shri Bhim Nand,  
S/o Shri Dingro,  
Vill Ghatkachhar,  
PO Sighora, Tehsil Saraipali,  
Raipur. . . . . Workman

**Versus**

Divisional Engineer,  
Telecom Project,  
7, Sahakari Marg-II, Choubey Colony,  
Raipur (MP) . . . . . Management

**AWARD**

Passed on this 16th day of June, 2014

1. As per letter dated 10-9-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-40012/16/98/IR(DU). The dispute under reference relates to:

“Whether the action of the management of divisional Engineer, Telecom Project, Raipur (MP) in terminating the service of Shri Bhim Nand, S/o Shri Dingro Ex-Mazdoor is legal and justified? If not, to what relief the workman is entitled to ?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/4. Case of Ist party workman is that he was appointed as mazdoor against permanent post in 1986. His services were discontinued from 16-2-88. Despite he worked more than 240 days during 1986-87. He raised dispute before ALC, Raipur challenging illegal termination. The settlement was arrived in conciliation proceeding on 27-12-89. Ist party workman was reinstated immediately without back wages. On 1-1-91, his services were discontinued for the reasons that work was not available with IInd party. That workman was working with IInd party continuously without any break. He completed 240 days service every year. His services were terminated as a measure of punishment without disciplinary action. That he was not served with notice. He was not paid pay in lieu of notice. His services were terminated under Section 25-F (a,b) of I.D. Act. That termination of his services is arbitrary and illegal. On such ground, workman prays for his reinstatement with back wages.

3. IInd party filed Written Statement at page 8/1 to 8/2. IInd party denied that workman was appointed by its management. There was no vacant post lying with management of IInd party. It is submitted that workman was not appointed by management, he was engaged by DE Co-axial project, Raipur. Said project was wound up on 3-5-91. Workman was engaged on muster roll on daily wage basis. He retention period of muster roll is 5 years. The dispute is raised by workman after gap of 12 years. It is difficult to state whether he was reinstated by management.

The workman was engaged purely on temporary basis on muster roll. There was no question of termination of his services. Above contentions are reiterated by IInd party. There was no question of issuing one month's notice of pay in lieu of notice. IInd party prays for rejection of claim. That order in Original Application No. 71/91, 196/90 pertains to applicant who approached CAT. Workman approached this Tribunal in 1991. It is prayed that reference be answered in favour of management.

4. Workman filed rejoinder at Pages 9/1 to 9/2 reiterating his contentions in statement of claim and prays for reinstatement with back wages.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i) "Whether the action of the management of divisional Engineer, Telecom Project, Raipur (MP) in terminating the service of Shri Bhim Nand, S/o Shri Dingro Ex-Mazdoor is legal and justified ?	Evidence in record shows that workman was not working with II party and his services were not terminated by IInd party.
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to relief claimed by him.

### REASONS

6. Workman is challenging termination of his service contending that his services were terminated by IInd party in violation of Section 25-F of I.D. Act. IInd party denied contentions of workman. IInd party has pleaded that workman was not engaged by management rather workman was engaged by DE Coaxial project, Raipur. Workman filed affidavit of his evidence. He has stated that he was appointed by management of IInd party as against permanent post in 1986. No appointment letter was issued to him. He was continuously working till 16-2-88. His services were terminated in violation of Section 25-F of I.D. Act. He worked for more than 240 days. His services were terminated in violation of Section 25-F without notice. In his cross-examination, workman says that co-axial cable project is different project. He worked in co-axial cable project. He claims ignorance about De project. That he has stated in his affidavit about working in DE project but he was working in co-axial project. Thus evidence of workman is not consistent with his claim that he was appointed by workman as employee against vacant post and he worked more than 240 days with IInd party. Evidence in cross-examination of workman shows that he

was working with co-axial project. Therefore, claim of workman against IInd party management cannot be accepted.

7. The management filed affidavit of evidence of R.R.Yadav, Office incharge. The witness of the management has stated that workman was engaged by co-axial cable project. His evidence on above point is not shattered in his cross-examination. For above reasons, I record my finding on Point No.1 that workman was not working with IInd party neither his services were terminated by IInd party.

8. Point No.2- in view of my finding in Point No.1 as workman was not working with IInd party management rather he was working with co-axial cable project. Workman is not entitled to relief claimed by him. Accordingly, I record my finding in Point No.2.

9. In the result, award is passed as under:-

- (1) Workman was not appointed or terminated by IInd party management.
- (2) Workman is not entitled to relief claimed by him.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2077.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा टेलीकॉम डिस्ट्रिक्ट मैनेजर, सागर (म.प्र.) के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/6/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-40012/130/2002-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2077.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/6/03) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom District Manager, Sagar (MP) and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-40012/130/2002-IR (DU)]

P. K. VENUGOPAL, Section Officer



**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR****NO. CGIT/LC/R/6/03**

SHRI R. B. PATLE, Presiding Officer.

Shrisudama Prasad Choudhary,  
S/o Shri Kanhaiyalal Choudhary,  
Nr. Lata Wankhede (Serpanch  
Narsinghpur Road, New Market,  
Sagar (MP)

... Workman

**Versus**Telecom District Manager,  
Sagar (MP)

... Management

**AWARD**

Passed on this 25th day of June 2014

1. As per letter dated 8-1-2003 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-40012/130/2002-IR(DU). The dispute under reference relates to :

“Whether the action of the management of Telecom District Manager, Sagar (MP) Deptt. of Telecom now converted into Telecom District Manager, Sagar (MP) Bharat Sanchar Nigam Limited in terminating the services of Shri Sudama Prasad Choudhary S/o Shri Kanhaiya Lal Choudhary w.e.f. 28-5-88 and not regularizing as regular employee is justified? If not, what relief the workman is entitled to ?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 2/1 to 2/2. Case of workman is that he was working as casual employee on muster roll from March 1986 with IInd party No.3,4. His performance was satisfactory. That he was entitled for grant of temporary status as per regularization scheme of 1989. That he was orally terminated from May 1988. He was not served with notice neither paid pay in lieu of notice. Retrenchment compensation was not paid to him. Termination of his service is in violation of Section 25-F of I.D.Act. On above contentions, workman prays for reinstatement with consequential benefits.

3. IInd party filed Written Statement at Page 8/1 to 8/3 denying claim of workman. IInd party submits that for development of Telecom facilities ambitious plans were undertaken. New telephone exchanges in rural areas were opened. Cable lines were to be laid. For installation of above work, casual workers were engaged on daily payment basis. The employees were not engaged for

regular work. After completion of project, casual workers were not required to be continued. Ist party workman was not appointed by Telecommunication Department, he was engaged as casual employee. The details of his working days are shown 256 days in 1986, 40 days in 1987. That workman doesnot fulfill the conditions of regularisation scheme as he was not engaged prior to 30-3-85. He was not continued as casual worker after 7-11-1989. Workman had not completed 240 days continuous service. That workman is also not entitled to the extended scheme as he was not fulfilling conditions of working during 31-3-85 to 22-6-88. Workman was not continuing on work on 25-6-93 that workman was working till February 1987. There was gap more than 365 days. Scheme of 1981 cannot be applied to him. All other adverse allegations of workman are denied. Termination in violation of Section 25-F, G, H of I.D.Act are denied. Workman was engaged purely on temporary basis for project work. Provisions of I.D.Act are not applicable. On such grounds, IInd party prayed for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i) Whether the action of the management of Telecom District Manager, Sagar (MP) Deptt. Of Telecom now converted into Telecom District Manager, Sagar (MP) Bharat Sanchar Nigam Limited in terminating the services of Shri Sudama Prasad Choudhary S/o Shri Kanhaiya Lal Choudhary w.e.f. 28-5-88 and not regularizing as regular employee is justified ?	Partly negative
(ii) If not, what relief the workman is entitled to?”	As per final order

**REASONS**

5. Workman is challenging termination of his service for violation of Section 25-F of I.D.Act claiming that he worked more than 240 days. His services were terminated without notice. IInd party denied all material contentions of workman. Affidavit of workman is filed. Workman has stated that he was working with IInd party from March 1985 to May88. He completed 256 days in 1986, 40 days in 1987 & 57 days in 1988. His services were terminated without notice. He was not given benefit of regularization of 1989. In his cross-examination workman says that he was orally engaged by department as casual labor on daily wages. He worked continuously for more than 1 year

without break. He worked from March '1986 to May 88. Management's witness Shri R.G. Gohe filed affidavit of his evidence. Witness of management has stated that recruitment on permanent basis is made as per rules. There must be clear vacancy sanctioned by Competent Authority. The vacancies to be filled notified to the Employment Exchange after name sponsored from Employment Exchange, the candidate is selected on merit. In his cross-examination, management's witness says as per record, workman worked for 256 days in 1986, 40 days in 1987. he was unable to tell working days of workman in 1988. That he has stated about working days as per the pleadings in Written Statement. No document is proved. Workman was not paid retrenchment compensation. He was not served notice. Considering workman had worked more than 240 days in 1986, his services are terminated without notice, retrenchment compensation was not paid to him. The termination of service of workman is in violation of section 25-F of I.D. Act. For above reasons, I record my finding in Point No.1 in Negative.

6. Point No.2- workman is claiming reinstatement/regularization in service. workman in his evidence says that he was denying benefit of regularization scheme in 1989. Scheme is not produced on record. In Written Statement filed by IInd party, conditions required for claiming benefit of said regularization scheme are denied. The working days of workman do not comply those conditions therefore workman is not entitled for benefit of regularization scheme. In view of my finding in Point No.1, termination of service of workman is in violation of Section 25-F. learned counsel for workman Shri Rajesh Chand submits that workman be reinstated with back wages. In support of his claim, learned counsel relies on ratio held in

Case of Sunita Gupta versus Nagar Palika Parishad Sabalgarh and another reported in 2010(3) M.P.H.T 243-Division Bench of MP High Court at Gwalior. Their Lordship considered petitioner was engaged as daily wage employee w.e.f. 1-9-98. Her services were terminated w.e.f. 13-3-2000. Labour Court answered the reference against petitioner employee. Writ Petition was filed. Their Lordship held petitioner has established that she has worked continuously for about 300 days i.e. more than 240 days in 12 months and termination of service without following Section 25-F of I.D. Act. she is entitled to reinstatement without back wages.

In present case, Ist party workman has worked for 256 days in 1986. His services are terminated in violation of Section 25-F.

In recent judgment in case of Raj Kumar versus Jalagaon Municipal Corporation reported in 2013(2) Supreme Court Cases 751. Their Lordship considering facts held payment of Rs.10,000 each to the appellants will not adequately compensate them. Hence appellants who approached for conciliation after 8 to 10 years from date of termination are entitled to a sum of Rs.50,000 each whereas

appellant who approached Conciliation Officer within 2-3 years shall be entitled to get a sum of Rs. 1 Lakh.

In present case, workman hardly worked for about 2 years. Termination of service is in violation of Section 25-F. Considering workman was engaged casually on daily wages, compensation Rs. 50,000 would be appropriate. The reinstatement of workman is not justified. Accordingly I record my finding in Point No.2.

7. In the result, award is passed as under:-

- (1) The action of the management in terminating the services of Shri Sudama Prasad Choudhary S/o Shri Kanhaiya Lal Choudhary w.e.f. 28-5-88 and not regularizing as regular employee is not legal and proper.
- (2) IInd party is directed to pay compensation Rs. 50,000.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2078.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिवीजनल इंजीनियर, टेलीकॉम प्रोजेक्ट, रायपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/15/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-40012/38/98-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2078.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/15/99) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Divisional Engineer, Telecom Project, Raipur and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-40012/38/98-IR (DU)]

P. K. VENUGOPAL, Section Officer



**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR****NO. CGIT/LC/R/15/99**

SHRI R.B.PATLE, Presiding Officer

Shri Dhaneshwar,  
S/o Shri Baisakhu Gada,  
Vill Ghatkachhar,  
PO Signora,  
Tehsil Saraipali,  
Raipur

...Workman

**Versus**

Divisional Engineer,  
Telecom Project,  
7, Sahakari Marg II,  
Choubey Colony,  
Raipur

...Management

**AWARD**

Passed on this 26th day of June, 2014

1. As per letter dated 30-11-1998 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-40012/38/98/IR(DU). The dispute under reference relates to :

“Whether the action of the management of Divisional Engineer, Telecom Project, Raipur (MP) in terminating the service of Shri Dhaneshwar S/o Shri Baisakhu Gada, Ex-Mazdoor is legal and justified? If not, what relief the workman is entitled to ?”

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim at Page 2/1 to 2/4. Case of workman is that workman was appointed as mazdoor against permanent post in 1986. His services were discontinued on 17-2-88. That he worked more than 240 days in 1986-87. His services were illegally terminated without notice. He was not paid retrenchment compensation. Termination of his service is in violation of Section 25-F (a,b) of I.D. Act. IInd party adopted policy of Hire and Fire. The termination of service is by way of victimization. Some other employees had filed Petition No. 196/90 claiming regularization. Tribunal set-aside order of termination. On such ground, workman is praying for his reinstatement with consequential benefits.

3. Management filed Written Statement at page 5/1 to 5/2. IInd party submits that workman was purely engaged on temporary basis on daily wages. It is denied

that workman was appointed against vacant post. Workman was not engaged by DE Telecom Project, Raipur. He was engaged by DE Coaxial Cable Project which was wound up on 31-3-91. That dispute was raised after gap of 12 years is not tenable. It is reiterated that workman was engaged on temporary basis on muster roll for specific job. There was no question of termination of his service issuing notice or paying one months salary. IInd party prays for rejection of his claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Divisional Engineer, Telecom Project, Raipur (MP) in terminating the service of shri Dhaneshwar S/o Shri Baisakhu Gada, Ex-Mazdoor is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to relief claimed by him.

**REASONS**

5. Workman filed affidavit of his evidence contending that he was working continuously from 22-12-86 till 31-12-90. He had continuously worked for more than 240 days. However workman was not present for his cross-examination. Evidence of workman was closed on 12-3-07. Evidence of workman cannot be read for want of his cross-examination. Management filed affidavit of witness Shri R.R. Yadav supporting contentions of IInd party in Written Statement. Workman failed to cross-examine the management's witness. I find no reason to disbelieve evidence of management's witness. For above reasons, I record my finding in Point No.1 in Affirmative.

6. In the result, award is passed as under :

- (1) The action of the management of Divisional Engineer, Telecom Project, Raipur (MP) in terminating the service of Shri Dhaneshwar S/o Shri Baisakhu Gada, Ex-Mazdoor is proper and legal.
- (2) Workman is not entitled to relief claimed by him.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2079.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सब डिविजनल अफसर (टेलीग्राफ), टेलीकम्यूनिकेशन, कोरबा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/194/93) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-40012/82/92-आईआर (डीयू)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2079.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/194/93) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Sub Divisional Officer (Telegraph), Telecommunication, Korba and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-40012/82/92-IR (DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/194/93

SHRI R.B. PATLE, Presiding Officer

Shri Ganga Prasad Yadav  
S/o Shri Surajmal Yadav,  
Post Tilai, Tehsil Janjgir,  
Distt. Bilaspur (MP)

... Workman

#### Versus

Sub Divisional Officer (Telegraph),  
Telecommunication, Korba,  
PO Korba, Distt. Bilaspur

... Management

#### AWARD

Passed on this 17th day of June, 2014

As per letter dated 17-9-93 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-40012/82/92-IR(DU). The dispute under reference relates to :

“Whether the action of the management of Sub Divisional Officer (Telegraph) Korba, Bilaspur in retrenching Shri Ganga Prasad Yadav S/o Shri Surajmal Yadav w.e.f. 9-10-90 is justified? If not, what relief he is entitled to?”

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim at Page 2/1 to 2/3. Case of workman is that he was employed as casual labour from May, 1985 to 9-10-90 by IInd party. He was continuously working from 1987 to 1990. He worked more than 240 days and acquired status of ordinary labour. His services were terminated from 9-10-90. He was reinstated in service by IInd party. That termination of his services was only with a view to deny benefit of regularization. That he worked several years with IInd party. The termination of his service is in violation of Section 25-H of I.D. Act. On such grounds, workman is praying for his reinstatement.

3. IInd party filed Written statement at Page 11/1 to 11/3. IInd party has pleaded that workman was engaged as casual labour from May, 1985. His services were terminated giving one months notice dated 12-6-87. It is denied that workman was continuously working. Workman was not doing job of permanent nature. It is denied that in order to accommodate contract labours, workman was terminated from service. The services of workman were terminated giving one month's notice.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i) Whether the action of the management of Sub Divisional Officer (Telegraph) Korba, Bilaspur in retrenching Shri Ganga Prasad Yadav S/o Shri Surajmal Yadav w.e.f. 9-10-90 is justified?	In Affirmative
(ii) If not, what relief the workman is entitled to ?	Workman is not entitled to relief claimed by him.

#### REASONS

5. Workman has filed affidavit of evidence. He has stated that he was employed by IInd party from May, 1985 to 9-10-90. He was appointed as casual labour. On 12-6-87, his services were terminated. The dispute was referred. Thereafter he was given work. He was continuously working since 1987 to 1990. He was paid amount Rs. 2843 by Sub Divisional officer, korba. In his cross-examination, workman says that he is educated upto 10th standard. He understands English to some extent. Affidavit was

prepared by his Advocate and read over to him. His name was not sponsored through Employment Exchange. At the time of termination of his service, order in writing was not given to him. IInd time order in writing was given for his reinstatement. He was engaged as per requirement. He was paid wages Rs. 10 per day. He has produced zerox copy of circular Exhibit P-1. He claims ignorance whether his appointment was against sanctioned post. Document Exhibit W-1 is order of termination. The services of workman alongwith other 16 persons were terminated. Exhibit W-2 shows that Ist party workman alongwith other 3 employees were terminated. They were entitled to one months pay in lieu of notice. Exhibit W-3 shows that amount Rs. 2843 was paid to the workman. Exhibit W-4 shows that compensation under Section 25-F one months pay and retrenchment compensation Rs. 2843 was paid to the workman. Exhibit W-5 is copy of failure report. Workman is paid retrenchment compensation, one months pay in lie of notice in compliance of Section 25-F, as such termination of services of workman cannot be said illegal. For above reasons, I record my finding in Point No.1 in Affirmative.

6. In the result, award is passed as under :

- (1) The action of the management of Sub Divisional Officer (Telegraph) Korba, Bilaspur in retrenching Shri Ganga Prasad Yadav S/o Shri Surajmal Yadav w.e.f. 9-10-90 is legal.
- (2) Workman is not entitled to any relief as prayed by him.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2080.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चीफ जनरल मैनेजर, डिपार्टमेंट ऑफ टेलीकम्यूनिकेशन एंड ओटर्स मप्र सर्किल, भोपाल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/171/00) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-40012/298/2000-आईआर (डीयू) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2080.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/

LC/R/171/00) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Chief General Manager, Deptt. of Telecommunication and Others, MP Circle, Bhopal and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-40012/298/2000-IR (DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/171/00

SHRI R.B.PATLE, Presiding Officer

Shri Chamanlal Sahu  
S/o Deen Dayal Sahu,  
Vill Asoga, PO Rani Tarai,  
Tehsil Patan,  
Durg (MP)

... Workman

#### Versus

Chief General Manager,  
Deptt. Of Telecommunication,  
Hoshangabad Road,  
MP Circle,  
Bhopal (MP)

General Manager,  
Telecom District Durg

Junior Telecom Officer,  
Incharge Telegraph Office,  
Durg

... Management

#### AWARD

Passed on this 17th day of June, 2014

1. As per letter dated 25-9-2000 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-40012/298/2000/IR(DU). The dispute under reference relates to:

“Whether the termination of services of Shri Chamamlal Sahu S/o Shri Deen Dayal Sahu, Ex-Chowkidar w.e.f. 11-11-95 by the management of Telecom Department is justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman filed exhaustive statement of claim at Page 2/1 to 2/11. Case of workman is that he was appointed by IInd party as Chowkidar in 1967. His date of birth is 12-8-66. He has received education upto 10th

standard. He was working on day to day basis such as 215 days in 1987, 295 days in 1988, 254 days in 1989, 218 days in 1990, 298 days in 1991, 212 days in 1992, 222 days in 1993, 299 days in 1994 and 264 days upto 10-11-95. That he is covered as workman under Section 2(s) of I.D.Act. IInd party is an industry under Section 2(j) of I.D.Act. IInd party is working under control of Telecom, Government of India. That he was orally appointed by IInd party No. III as watchman in April, 1987. Ist party workman has reiterated about his working days from 1987 to 1994. That IInd party has framed scheme for regularization of service of casual labours in 1989. Due to lack of proper implementation of said scheme, number of employees who completed 240 days were not regularized. That IInd party terminated his services in violation of Section 25-F, N of I.D.Act. Some employees had filed proceeding before CAT, Jabalpur. The directions were issued by CAT, Jabalpur. It was challenged in SLP before Hon'ble Apex Court. Some employees were regularized in implementation of the order passed by CAT, Jabalpur dated 16-10-96. Workman further submits that he was appointed in 1987. He had not participated in proceeding before CAT. He was not considered for regularization as per Scheme formulated in 1989. IInd party management disallowed claim for regularization and suddenly he was terminated from 11-11-95. Ist party workman raised dispute. Working days of workman are reiterated and it is submitted that service of workman are terminated illegally. It is also submitted that workman alongwith 6 co-workers filed Original Application 720/95 before CAT, Jabalpur. The reply was filed by IInd party No. 3 Shri Poddar. It was submitted that Court be pleased to pass the order in his favour as per the scheme framed by the department for regularization. Workman has reiterated that his services were not regularized. His services were terminated in violation of Section 25-F, N of I.D.Act. the termination of his service is illegal. Workman prays for his reinstatement with backwages.

3. IInd party filed Written Statement at Page 4/1 to 4/3. Claim of workman is denied. It is submitted that management is involved in providing telecom facilities in MP, expansion of telephone services was initiated. Workman was one of the casual labour engaged by the management. His engagement was subject to availability of work on day to day basis. Pursuant to directions of Hon'ble Supreme Court, scheme known as Casual Labour (Grant of temporary status and regularization) Scheme of Department of Telecom was found. As per said scheme, the casual worker seeking benefit of the scheme was required to be in service on 22-6-88 and should have rendered 240 days service in a calendar year prior to the cut off date of 22-6-88. He was entitled to benefit of the scheme. That the management was not in need for casual

labour. Workman of his own accord failed to appear for work and due to the non-availability of work. The discontinuation of work doesnot amount to retrenchment. On all such contentions, IInd party claims for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i)	Whether the termination of services of Shri Chamamlal Sahu S/o Shri Deen Dayal Sahu, Ex-Chowkidar w.e.f. 11-11-95 by the management of Telecom Department is justified?	In Negative
(ii)	If not, what relief the workman is entitled to?"	As per final order.

#### REASONS

5. Workman has challenged termination of his service. He has also pleaded about the scheme for regularization of casual employees. However the terms of reference doesnot cover the point of regularization as per the alleged scheme. The reference covers only point of termination of services of workman. Workman has filed affidavit of his evidence supporting his contentions that he was engaged as watchman from April, 1987. He has stated working days during 1987 to 1995. His services were terminated by IInd party without notice. In his cross-examination workman says the post on which he was working was not advertised, no written or oral examination was conducted. He was paid wages for actual working days. First he had worked in Telephone office Durg form April, 1987. He denies that he did not worked continuously from 1987 to 1995. The document Exhibit W-4 shows working days of workman. He had worked more than 265 days in 1987-88. Evidence of workman shows that he worked continuously from 1987 to 1995 and it is not shattered in his cross-examination. Document Exhibit W-1 is his representation. The working days of workman are mentioned. IInd party filed affidavit of witness Shri R.P. Srivastava. He was not made available for his cross-examination. No evidence of any other witness is adduced by IInd party. Evidence of management is closed on 26-11-2012. Considering evidence of workman, corroborated by Document Exhibit W-1, W-2, it is proved that workman was continuously working for more than 240 days preceding termination of his service. The services are terminated without notice , retrenchment compensation was not paid to him. The termination of workman is illegal. For above reasons, I record my finding in Point No.1 in Negative.



6. **Point No. 2-** in view of my finding in Point No.1 the termination of services of workman is illegal, question arises whether workman is entitled for reinstatement. As per evidence in cross-examination of Ist party workman, he was not appointed following recruitment process. He was engaged on daily wages. The terms of reference donot include claim for regularization as per scheme. Considering above facts in my considered view, reasonable compensation would be appropriate. Considering the length of working on daily wages of workman, compensation Rs. 1,50,000/- would be reasonable. Accordingly I record my finding in Point No.2.

7. In the result, award is passed as under :

- (1) The Whether the termination of services of Shri Chamamlal Sahu S/o Shri Deen Dayal Sahu, Ex-Chowkidar w.e.f. 11-11-95 by the management of Telecom Department is illegal.
- (2) IInd party management is directed to pay compensation Rs. 1,50,000/- to workman within 30 days from the date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R.B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2081.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा टेलीकॉम डिस्ट्रिक्ट मैनेजर, सागर (मप) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/5/03) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-40012/129/2002-आईआर (डीयू) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2081.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/5/03) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom District Manager, Sagar

(MP) and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-40012/129/2002-IR (DU)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/5/2003

SHRI R. B. PATLE, Presiding Officer

Shri Naushad Ali,  
S/o Shri Ikrar Ali,  
R/o Near of Cantt. Post Office,  
Sagar (MP)

... Workman

#### Versus

Telecom District Manager,  
Sagar (MP)

... Management

#### AWARD

Passed on this 23rd day of May, 2014

1. As per letter dated 6-8/1/2003 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-40012/129/2002-IR (DU). The dispute under reference relates to :

“Whether the action of the management of Telecom District Manager, Sagar (MP), Deptt. of Telecom now converted into Telecom District Manager, Sagar (MP), Bharat Sanchar Nigam Limited in terminating the services of Shri Naushad Ali S/o Shri Ikrar Ali w.e.f. 16-7-90 and not regularizing as regular employed is justified? If not, what relief the workman is entitled to ?”

2. After receiving reference, notices were issued to parties. 1st party workman submitted statement of claim at Page 2/1 to 2/2. Case of 1st party workman is that he was engaged as casual labour by IInd party No.3,4 in May 1986. He was continuously working till July 1990. There was no grievance about his work. That Hon'ble Apex Court has issued directions to evolve scheme for regularizing of casual employees. The scheme for regularization of casual temporary employees was framed in 1989. However his services are terminated without notice by oral order in July 1990. He was not paid retrenchment compensation. Termination of his service is in violation of Section 25-F.N of I.D. Act denying him benefit of scheme for regularizing of casual employees. On such ground, workman is praying for his reinstatement with back wages.



3. IInd party filed Written Statement at Page 8/1 to 8/3. IInd party raised preliminary objection that M.P.Telecom Circle is having largest area in country. That Telephone facilities are less in comparison to other states. For development of telephone facilities, ambitious planning was done to increase the telecom facilities like open of new telephone exchanges in rural area, laying of cable and other related work of installation work. Workman was not engaged for regular work as and when the work was completed casual workers were not required. Their services were discontinued. It is submitted that workman was purely engaged on casual labour for specific work on completion of casual work were retrenched. Workman had worked 185 days in 1988, 215 days in 1989, 170 days in 1990. Workman is not entitled for reinstatement.

4. IInd party further submits that workman doesn't fulfil conditions for regularization as per scheme. That casual labours are eligible for status of scheme 1989 and as such labour is engaged prior to 30-3-85 continued as casual labours on 7-11-89. He has completed 240 days in the year. Workman had not complied those conditions therefore he is not entitled for regularization. He has not completed 240 days continuous service therefore there is no question of compliance of Section 25-F, G of I.D.Act. on such contentions, IInd party prays for rejection of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i) Whether the action of the management of Telecom District Manager, Sagar (MP), Deptt. of Telecom now converted into Telecom District Manager, Sadar (MP), Bharat Sanchar Nigam Limited in terminating the services of Shri Naushad Ali S/o Shri Ikrar Ali w.e.f. 16-7-90 and not regularizing as regular employed is justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to relief prayed by him.

### REASONS

6. The terms of reference relates to whether termination of services of workman Naushad Ali w.e.f. 16-7-90 and not regularizing him is justified? Workman in

his statement of claim has pleaded that he was continuously working from May 1986 to July 1990 as casual labour. He has not pleaded that he had completed 240 days continuous service during any of the year. However in his affidavit of evidence, he has stated that he was working from May 1980 to May 1990 under IInd party No.3,4. That in 1988, he completed 185 days, in 1989-205 days, in 1990-107 days. His affidavit is silent that he completed 240 days continuous service in any of the year. Workman in his cross-examination, says his name was not sponsored through Employment Exchange. He was paid wages for all his working days. He was not paid wages for holidays. He worked from 1988 to 1990.

7. Management's witness Shri R.G.Gohe in his evidence has stated that workman was engaged for laying down telephone cable project. His name was not sponsored through Employment Exchange. the evidence of management's witness is also silent about working days of workman. In his cross-examination management's witness says workman did not work under him. Muster roll is not produced. Suggestion was given to the management's witness that workman had completed 240 days continuous service. His suggestion is denied. Suggestion given to the management's witness is that such pleadings in statement of claim of workman or his evidence on affidavit. Thus the evidence on record shows that workman had not completed 240 days continuous service. There was no question of compliance of Section 25-F of LD. Act. Workman was working from 1988 to 1990. The scheme for regularization, the details are pleaded at Page 2 of the written statement. The casual labours are entitled to temporary status if he is engaged prior to 30-3-85 continued as casual workers as on 7-11-89. He has completed 240 days in any year. Above requirements are not complied by the workman as per evidence discussed above. Therefore workman is not entitled for regularization as per scheme neither he completed 240 days continuous service, therefore his termination cannot be said in violation of Section 25-F of I.D.Act. for above reasons, I record my finding in Point No. 1 in Affirmative.

8. In the result, award is passed as under :

- (1) The action of the management of Telecom District Manager, Sagar (MP), Deptt. of Telecom now converted into Telecom District Manager, Sadar (MP), Bharat Sanchar Nigam Limited in terminating the services of Shri Naushad Ali S/o Shri Ikrar Ali w.e.f. 16-7-90 and not regularizing as regular employed is legal.
- (2) Workman is not entitled to relief claimed by him.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**AWARD**

Passed on this 30th day of June, 2014

**का.आ. 2082.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा डायरेक्टर नेशनल रिसर्च सेंटर फॉर सोयाबीन, इंदौर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/216/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-42011/14/98-आईआर (डीयू) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2082.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/216/98) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Director, National Research Centre for Soyabean, Indore and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-42011/14/98-IR (DU)]

P. K. VENUGOPAL, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**NO. CGIT/LC/R/216/98**

SHRI R. B. PATLE, Presiding Officer

General Secretary,  
National Soyabean Research Centre,  
Kamgar Union (CITU),  
20, Mevati Mohalla, Jail Road,  
Indore . . . Workman/Union

**Versus**

Director,  
National Research Centre  
for Soyabean,  
Khandwa Road,  
Indore . . . Management

1. As per letter dated 10-9-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-42011/14/98/1R(DU). The dispute under reference relates to:

“Whether the action of the management of Director, National Research Centre for Soyabean in not regularizing the casual labourers ( as per list enclosed Annexure “E”) who have been working since 1988, 1990 & 1992 is legal and justified? If not, to what relief the workmen are entitled for ?”

2. After receiving reference, notices were issued to the parties. 1st party Union submitted statement of claim through secretary at Page 2/1 to 2/5. Case of Union is that it is registered under Trade Union Act. IInd party is engaged in systematic activities and is an industry covered under Section 2(j) of I.D. Act. that the workman shown in the list with reference are working with IInd party for considerable long time. Most of them rendered service more than a decade. Work performed by them is of permanent nature. That IInd party has engaged practices by extracting work of regular nature and continued them on daily wages. That the workers are eligible for regular appointment. Management is still paying daily wages to them. IInd party has violated principles of equal pay for equal work contemplated under Article 39(d) of the Constitution of India. Management framed scheme for grant of temporary status and regularization of casual workers. However those workmen were not given said benefit. Despite fulfilling the conditions prescribed under scheme.

3. Union submits that employees are deprived benefit of temporary status giving artificial breaks so that the employees donot complete 240 days service in a calendar year. That IInd party has extended temporary status of 7 employees namely Shri Deepak, Rayadabai, Ratan Singh, Smt. Kamla Bai, Fulki Bai, Rami Bai & Shri Mangilal. Workman under reference are much senior to those 7 workmen. They are denied temporary status. Ist party submits that act committed by IInd party is arbitrary, unfair. The employees continuously engaged on daily wages for years together and not regularizing their services amounts to exploitation. On such ground, workman prays for regularization of service of workman shown in the list with reference. Management be directed to pay wages as paid to the regular employees.

4. IInd party filed Written Statement at Pages 11/1 to 11/6. IInd party submits that it is not covered as industry under Section-2 of I.D. Act. the reference is not tenable. The contentions of Union about working of employees

for 2 years together is denied. IInd party is established for research about soyabean crop by the scientist of various disciplines, soyabean is cultivated in Kharif (Rainy) season only i.e. from second fortnight of June to end of October. Labours are required for about six months for taking said crop. Work is of seasonal nature. The labours are required for sowing, weeding, spraying, harvesting work. The labours shown in the list were not continuously working, were not completed 240 days continuous service any of the year. That scheme of temporary status has not been framed by IInd party. The scheme was awarded by principle bench of CAT, New Delhi on 16-2-90 in Writ petition filed by Rajkamal and others versus union of India. As per the terms and conditions stipulated, 7 casual labours who fulfilled requirements were accorded temporary status on adverse allegation of discrimination of supersession of workman under reference have been denied. It is further submitted that 15 casual workers are granted benefit of pay scale with DA. As per the letter of ICAR dated 16-12-88, the benefit is granted following seniority criteria. It is denied that pick and choose policy was adopted by IInd party. It is reiterated that the workman did not completed 240 days continuous service. They did not fulfill criteria or benefit of temporary status to them. IInd party prayed for rejection of claim.

5. Union filed rejoinder at pages 12/1 to 12/2. Ist party Union submits that IInd party is covered as an industry. IInd party produces seed and used to sell it in the open market. The Government has policy for grant of temporary status to the employees. One such scheme framed by Deptt. Of personnel and Training is annexed. Pursuant to this scheme 7 employees mentioned in statement of claim were granted temporary status. Ist party employees should have been granted temporary status as they were fulfilling the eligibility conditions.

6. Considering evidence by parties, my learned predecessor passed award dated 10-8-2010 against Union. Said award was challenged by 1st party Union in Writ petition No. 3081/2011 before Hon'ble High Court. Their Lordship of the division bench set aside impugned award and remitted the matter to this Tribunal for fresh adjudication keeping in view the circulars, as referred to above, issued by the Respondent and the petitioners contention that other similarly placed employees have been extended the benefit of temporary status. Appropriate decision be taken by Tribunal as expeditiously as possible.

7. Considering pleadings between parties and the directions by Hon'ble High Court while remanding the matter, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

National Research Centre for Soyabean in not regularizing the casual labourers ( as per list enclosed Annexure "E") who have been working since 1988, 1990 & 1992 is legal and justified ?

(ii) If not, what relief the workman is entitled to?"	As per final order.
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### REASONS

8. The reference relates to denial of regularization to casual labours by IInd party. While remanding the matter, directions are given to decide the matter considering the circulars issued by respondent and petitioners contentions that similar employees have been extended for temporary status. After remand of matter, no fresh evidence is adduced. Counsel for Union Smt. Vinita Phaye has submitted written notes of argument referring circulars at Page 37 and directions given by Hon'ble High Court in Writ petition No. 3081/2011. Affidavit of evidence of workman is submitted by Shri Kailash Limbodia, General Secretary of Union. He has stated that as per directions of this Tribunal, he visited office of Non-applicant and perused record. After perusal of record, he has collected information from muster roll. As per muster roll, he prepared chart W-1, indicates initial month and year of engagement of the workmen whose names have been mentioned in the reference order. Names of junior workers have also mentioned in part 2 of the chart of W-1 who have been given temporary status by management. The names of concerned workmen in Annexure W-1 after perusing the muster roll are also mentioned. In his cross-examination, said witness says he is not employed in Research Centre. Witness No. 2 Jabbar Singh, S/o Bhuwan Singh, Witness No. 3 Jangaliya S/o Hameer Singh, Witness No. 4 Bheru Singh S/o Ganpat filed identical affidavit of evidence that they are working with IInd party from 1990. They are not granted temporary status, In their cross-examination, it is not challenged that they were working with IInd party from 1990. Their cross-examination is devoted on other points whether working as casual labours about their education, qualification, payment of contribution of the Union. 7 labours were granted temporary status. Those labours were denied temporary status. Management's witness Anil Goswami filed affidavit of his evidence. He has stated 7 workers were given temporary status as per scheme of NRCs. Labours who fulfilled employment of circular dated 10-9-93 were given benefit of temporary status. Evidence on above point is not shattered in his cross-examination. In his cross-examination, management's witness says the benefit of payment of wages is given by 1/30 scheme to labours

(i) Whether the action of the management of Director,	Partly in Negative
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working whole of the year. The circular is produced at Page 12/6 relating to grant of temporary status and regularization of casual labours. Appendix is also enclosed along with said letter. Clause 4 of the scheme provides temporary status would be conferred on all casual labours who are in employment on the date of issue of this OM and who have rendered a continuous service of atleast one year which means that they must have been engaged for a period of atleast 240 days (206 days in the case of offices observing 5 days week). The evidence of witness of Ist party union and IInd party do not clearly show actual working days of the labours. Name shown in the list forwarded along with reference. As per Clause 4.1 of the scheme, the employee working for 240 days in a year is entitled to the permanent status. Benefit of temporary status are given in para-5 of the scheme. The payment of wages corresponding to regular Group D official including DA, HRA and CCA. Benefits of increments at the same rate as applicable to Group D employees. Benefit of Casual Leave, Maternity Leave, encashment of leave, Paternity Leave are entitled. 50 % of service rendered under temporary status would be counted for the purpose of retirement benefits etc. After rendering 3 years continuous service after conferment of temporary status, the casual labours would be treated on par with temporary Group D employees, Until they are regularized, they would be entitled to Productivity Linked Bonus/Adhoc Bonus only at the rates as applicable to casual labours. That as per evidence of Kailash General Secretary of the Union, he has submitted chart of working days of those employees in 1992 & 1993. As per said chart, working days of Sarita Bai, W/o Mangu Singh are shown 244 days in 1992. Union has pleaded that holidays and Sundays should be considered for continuous service under Section 25-B of I.D. Act. The evidence of witness Jabbar Singh S/o Bhuwan Singh, Jangaliya S/o Hameer Singh, Bheru Singh, S/o Ganpat is on the point that weekly holiday was not counted in their working days in 1996 remained unchallenged. If weekly holidays i.e. Sunday are counted in working days of those workmen, workmen who completed 188 days service would be eligible for grant of temporary status as provided under Clause 4 of the scheme discussed above. If said criteria is applied, the employees S/Shri Bhairu Singh S/o Ganpat, Jangalia S/o Hamir Singh, Jani Bai/Bairu Singh, Chunki Bai/Keram Singh, Sagri Bai/Surla, Roomli Bai/Inder Singh, Balu Singh/Nar Singh, Meera Bai/Bhoor Singh, Shanti Bai/Bhav Singh, Romu Bai/Shankar, Rekha Bai/Somla, Teju Bai/Inder Singh Laxmi Bai/Jabbar Singh, Sarita Bai/Mangu Singh, Parvati Bai/Basant, Sangita Bai/Jangalia, Surja Bai/Bhuvan Singh, Kamli Bai/Balu Singh, Bhuri Bai/Shankar, Phulki Bai/Phattu Singh have completed more than 188 days in an year are entitled to temporary status. All those labours were denied temporary status by IInd party. Therefore, I record my finding in Point No.1 in Negative.

9. In the result, award is passed as under:-

- (1) The action of the management of Director, National Research Centre for Soyabean in not regularizing the casual labourers namely S/Shri Bhairu Singh S/o Ganpat, Jangalia S/o Hamir Singh, Jani Bai/Bairu Singh, Chunki Bai/Keram Singh, Sagri Bai/Surla, Roomli Bai/Inder Singh, Balu Singh/Nar Singh, Meera Bai/Bhoor Singh, Shanti Bai/Bhav Singh, Romu Bai/Shankar, Rekha Bai/Somla, Teju Bai/Inder Singh Laxmi Bai/Jabbar Singh, Sarita Bai/Mangu Singh, Parvati Bai/Basant, Sangita Bai/Jangalia, Surja Bai/Bhuvan Singh, Kamli Bai/Balu Singh, Bhuri Bai/Shankar, Phulki Bai/Phattu Singh is not legal and proper.
- (2) IInd party is directed to give temporary status to all those employees. Difference of wages may also be paid within 30 days from the date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2083.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डायरेक्टर एंड अदर्स, नवोदय विद्यालय समिति के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट ( संदर्भ संख्या सीजीआईटी/एलसी/ आर/46/00 ) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-42012/194/99-आईआर ( डीयू ) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2083.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/46/2000) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of the Director and Others,



Navodaya Vidyalaya Samiti and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-42012/194/99-IR (DU)]

P. K. VENUGOPAL, Section Officer

# ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/46/2000

SHRI R. B. PATLE, Presiding Officer

Shri Hem Singh Kushwah,  
Vill Jabalpur,  
PO Motijhil,  
Gwalior

... Workman

# Versus

Director,  
Navodaya Vidyalaya Samiti,  
Deptt. Of Education, A-3,  
Kailash Colony,  
New Delhi.

The Principal,  
Jawahar Navodaya Vidyalaya,  
Ministry of Human Resource Development,  
Govt. of India,  
Pichore, Gwalior

... Management

# AWARD

Passed on this 19th day of June, 2014

1. As per letter dated 27-1-00 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-42012/194/99/IR(DU). The dispute under reference relates to:

“Whether the action of the management of Navodaya Vidhyalaya Samiti in terminating the services of Shri Hem Singh Kushwah w.e.f. October 98 is legal and justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman filed Statement of claim at Pages 2/1 to 2/3. Case of workman is that he was appointed as Mess Helper by IInd party No.1 from 20-8-94. He worked with devotion. He was terminated from October 1998. He was not issued notice, retrenchment compensation was not paid. Termination of his service is in violation of Section

25-F,G, Y of I.D. Act. On such grounds, he prays for reinstatement with consequential benefits.

3. IInd party filed Written statement at Pages 15/1 to 15/3. Claim of workman is denied. That for effective working of Navodaya Vidyalaya, non-teaching staff were divided. There were sanctioned posts as per requirement depending upon number of students. The service matters relating to Navodaya Vidyalaya false within jurisdiction of CAT and this Tribunal has no jurisdiction. That workman was appointed on casual basis. He was not regularly appointed. The Appointing Committee selected other candidate after interview. Workman was also interviewed by Committee but he was not found fit as such was not selected. That provisions of I.D. Act are not applicable. It is denied that IInd party is covered as an Industry. On such grounds, IInd party prays for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i)	“Whether the IInd party is covered as Industry under Section 2(j) of I.D. Act ?	In Affirmative
(ii)	Whether the action of the management of Navodaya Vidyalaya Samiti in terminating the services of Shri Hem singh Kushwah w.e.f. October 98 is legal?	In Negative
(ii)	If not, what relief the workman is entitled to?”	As per final order.

# REASONS

5. **Point No.1**—IInd party has denied that it is not covered as Industry under Section 2(j) of I.D. Act. IInd party is Navodaya School. No evidence is adduced by IInd party about the activities carried by it. In case of Suresh Chandra Mathe vrs. Jiwaji University and Others reported in 1994-JLJ 215. Their Lordship held Education is a kind of service and University is an Industry as defined in Section 2(j) – clerk working in University is workman. In present case, IInd party is school engaged in educational activities and therefore covered as Industry under Section 2(j) of I.D. Act. For above reasons, I record my finding in Point No.1 in Affirmative.

6. **Issues No. 2, 3**—Workman is challenging its termination for violation of Section 25-G, H of I.D. Act. In



his affidavit of evidence, workman says that he was working as Mess Helper with IInd party from 28-8-94. His services were terminated on 30-10-98. He was not served with notice, retrenchment compensation was not paid to him. In his cross-examination, workman says that he passed 12th standard. He was working as Mess Helper, appointment letter was not given to him. He was orally appointed. 4-5 other persons were working with him. In cross-examination of workman, it is not challenged that he had not worked for more than 220 days. No suggestion is given to the workman about interrupted service by workman. The evidence of workman is sufficient to hold that he was continuously working from 1994 to 1998. IInd party has produced documents.

7. The affidavit of evidence is filed by witness Shri Sisodiya. However he failed to appear for his cross-examination. His evidence cannot be considered. In evidence prescribed above, it is clear that workman was continuously working from 1994 to 1998. His services are terminated without notice, retrenchment compensation is not paid to him. As such termination of services of workman is illegal for violation of Section 25-F of I.D. Act. For reasons discussed above, I record my finding in Point No.1 in Negative.

8. Question arises whether workman is entitled for reinstatement with back wages. Workman was not been selected by the Committee. Considering period of his working from 1994 to 1998 about 4 years, relief of reinstatement is not justified. In my considered view, compensation Rs.75,000 would be adequate. Accordingly I record my finding.

9. In the result, award is passed as under:-

- (1) The action of the management of Navodaya Vidhyalaya Samiti in terminating the services of Shri Hem singh Kushwah w.e.f. October 98 is illegal.
- (2) Management is directed to pay Rs. 75,000 as compensation to the workman within 30 days from the date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 जुलाई, 2014

**का.आ. 2084.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एतद्वारा जनरल मैनेजर, ऑर्डनेन्स फैक्ट्री, जबलपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/ आर/89/90) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-14012/4/89-डी-2 (बी)]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

New Delhi, the 16th July, 2014

**S.O. 2084.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. CGIT/LC/R/89/90) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of General Manager, Ordnance Factory, Jabalpur and their workman, which was received by the Central Government on 14/07/2014.

[No. L-14012/4/89-D-2 (B)]

P. K. VENUGOPAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/89/90

SHRI R. B. PATLE, Presiding Officer

Shri Tikaram Kol,  
S/o Shri Gayadia Kol,  
Gram Richhai,  
PO Vehicle Factory,  
Jabalpur.

... Workman

#### Versus

General Manager,  
Ordnance Factory,  
Khamaria, Jabalpur

... Management

**AWARD**

Passed on this 23rd day of June 2014

1. As per letter dated 29-3-90 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-14012/4/89-D-2(B). The dispute under reference relates to :

“Whether the action of the management of Ordnance Factory, Khamaria (MP) in terminating the services of Shri Tikaram Kol S/o Shri Gayadeen Kol w.e.f. 3-10-66 is justified? If not, to what relief the workman is entitled for?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/2. Case of workman is that he was working as messenger boy in Ordnance Factory, Khamaria. He was appointed in 1984 in S-7 Section of Ordnance Factory. He was appointed after death of his father working in the factory. After death of his father, the workman was mentally sick. He was receiving medical advice. His services were terminated on 3-10-86 without issuing notice, chargesheet for calling any explanation. Workman submits that he had completed one year service required under Section 25 B of I.D. Act. He is entitled to protection of Section 25-F, G, H, N of I.D. Act. Termination of his service amounts to illegal retrenchment. On such grounds, workman prays for his reinstatement with back wages.

3. IInd party filed written Statement at Page 7/1 to 7/2. IInd party opposed reliefs claimed by workman. IInd party submits that workman was appointed as messenger boy on 11-1-1984. Appointment order clearly provided about probationary period for 2 years which may be extended if deemed necessary. That during probation period, his services were terminated without notice. That performance of workman during probation period was below average. He was irregular in attendance. His probation period was extended for a period of six months w.e.f. 11-1-1986. Workman was allowed to improve his performance vide letter dated 2-4-86. That workman failed to show improvement. Therefore it was decided to extend his probation period for another six months. Despite of extension of probation period, no improvement was found in performance of workman. He was found fit to be maintained in Govt. service. It was decided to terminate his services. The services of workman were terminated from 3-10-1986 as per terms and conditions of appointment order. On such ground IInd party prayed for rejection of the claim.

4. Ist party workman filed rejoinder at 8/1 to 8/2 reiterating his contentions in statement of claim. He denies that his performance in service was not satisfactory.

Management should have issued show cause notice and opportunity of hearing should have been given to him.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i) Whether the action of the management of Ordnance Factory, Khamaria (MP) in terminating the services of Shri Tikaram Kol S/o Shri Gayadeen Kol w.e.f. 3-10-66 is justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to relief claimed by him.

**REASONS**

6. Workman is challenging termination of his service for violation of Section 25-F, G, H, N of I.D. Act. He filed affidavit in support of his claim. However workman failed to appear for his cross-examination. The evidence of workman cannot be considered as he did not make himself available for cross-examination. The evidence of workman was closed on 8-4-2010. Management filed affidavit of evidence of witness Shri B.B.Singh. Witness of management supported contentions in Written Statement filed by IInd party. That performance of workman during probation period was not satisfactory despite of warnings and extension of probation period, no improvement was shown in behavior and conduct of workman. Workman failed to cross-examine management's witness. Evidence of management's witness remained unchallenged. I find no reason to disbelieve evidence of management's witness. It appears service book is produced on record by IInd party. For absence of evidence in support of claim of workman, I record my finding in Point No.1 in Affirmative.

7. In the result, award is passed as under :

- (1) Action of the management of Ordnance Factory, Khamaria (MP) in terminating the services of Shri Tikaram Kol S/o Shri Gayadeen Kol w.e.f. 3-10-66 is proper and legal.
- (2) Ist party workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 17 जुलाई, 2014

**का.आ. 2085.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार न्यू इंडिया एश्योरेंस कम्पनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 200/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-17012/12/98-आई आर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th July, 2014

**S.O. 2085.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 200/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of New India Assurance Co. Ltd. and their workmen, received by the Central Government on 14/07/2014.

[No. L-17012/12/98-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### PRESENT :

BINAY KUMAR SINHA, Presiding Officer,  
CGIT-cum-Labour Court,

Ahmedabad, the 23rd May, 2014

**Reference: (CGITA) No-200/2004**

Reference: (I.T.C) No-119/1999(old)

The Assistant Manager,  
New India Assurance Co. Ltd.,  
Opp. Nehru Bridge,  
Ahmedabad (Gujarat) 380001 . . . First Party

#### AND

Their Workman  
Shri H.K. Rathod  
Gujarat Rajya Ardsarjaru Audhyogik  
Karmachari Sangh  
C/o Sh. P.H. Pathak,  
F/2 Alap Flats,  
Opp. Anjalee Cinema, Vasana Road,  
Ahmedabad (Gujarat) . . . Second Party

For the First Party : Shri Kishor V. Gadhia,  
Advocate

For the Second Party : Shri R.C. Pathak,  
Advocate

#### AWARD

The Government of India/Ministry of labour, New Delhi vide its order No. 17012/12/98/IR(B-II) dated 14.05.1999, referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matters specified in the Schedule:

#### SCHEDULE

“Whether the action of the management of New India Assurance Co. Ltd. is justified in terminating/discontinuing the services of Sh. H.K Rathod w.e.f. 09.01.1998 and payment @ Rs. 25 per day only? If not, what relief the concerned workman is entitled to?”

2. The case of the 2nd party workman Harshad K. Rathod as per statement of claim (Ext.6) is that he worked as class IV staff in the organisation of the 1st party for one and half year continuously and when asked for permanency in service then he was terminated w.e.f. 09.01.1998 illegally whereas he was class (iv) staff. He was doing all works of class (iv) sub-staff but was being paid daily meagre amount of Rs. 25 per day. He completed 240 days' work in calendar year but he was not given notice or one month notice pay and retrenchment compensation and thus the 1st party has violated the provision of section 25F of the I.D. Act and the 1st party kept new person for the job performed by him and they have also violated the provision of section 25G and 25H of I.D. Act. He was not given payment slip, his attendance was not taken on muster roll and thus the management of 1st party adopted unfair labour practice. On these grounds, prayer is for reinstatement with full back wages with cost of the litigation.

3. As against this the case of the 1st party inter alia as per written statement (Ext.8) is that the reference is not maintainable, the workman (2nd party) has no valid cause of action, the 2nd party is not a workman u/s. 2 (S) of the I.D. Act, 1947 and the 1st party organisation is not an industry u/s. 2(j) of the I.D. Act. The averment in the statement of claim is not admitted and the 2nd party is to strict proof of the averment. It has been denied that the 2nd party was absorbed as group 'D' employee and it is denied that he ever claimed for permanency and has been removed/terminated. It has been denied that the 1st party has violated the provision of section 25F and 25G, H of the I.D. Act. It has been denied that new workers have been engaged in place of the 2nd party. It has been denied that the 2nd party was exploited and the 1st party adopted unfair labour practice. It is the case of the 1st party that

whenever the services of Shri H.K. Rathod were required, he was engaged for specified period for specific job and when permanent employee remained on leave, he was engaged for leave period. The 2nd party was never engaged as per recruitment rules of the 1st party organisation. The 2nd party Shri H.K. Rathod worked intermittently for 36 days in November and December 1996 and for 216 days from January to December 1997 and he never completed 240 days in any calendar year and so he was not entitled to get benefit under section 25F of the I.D. Act. He was engaged on daily rated basis and he has no right to the post and so not entitled for reinstatement with back wages. On these scores prayer is to dismiss the reference.

4. In view of the rival contention of the parties the following issues are taken for consideration:

#### ISSUES

- (i) Is the reference maintainable ?
- (ii) Whether the 2nd party Shri H.K. Rathod has any valid cause of action ?
- (iii) Whether the 2nd party Shri H.K. Rathod has completed 240 days' work in calendar year preceding his oral termination on 09.01.1998 ?
- (iv) Whether the action of the management of the 1st party (New India Assurance C. Ltd.) is justified in terminating/discontinuing the services of Sh. H. K. Rathod w.e.f. 09/01/1998 ?
- (v) Whether the 2nd party is entitled to any relief in this case?

#### FINDINGS

5. **ISSUE NO. (iii) :** The first party has produced 20 vouchers Ext. 12 Series) which are dated 22.04.1997, 09.05.1997, 23.05.1997, 06.06.1997, 26.07.1997, 14.08.1997, 21.08.1997, 05.09.1997, 03.10.1997, 17.10.1997, 30.10.1997, 03.11.1997, 07.11.1998, 12.12.1997, 26.12.1997, 18.02.197, 21.02.1997, 03.03.1997, 10.03.1997 and 21.03.1997 regarding payment of wages @ Rs. 25 per day for the period of works by the 2nd party H.K. Rathod in absence of regular sub-staff for intermittent periods that go to connect and corroborate the version of the 1st party as per W.S. that the 2nd party worked for 216 days from January to December 1997 only and not completed 240 days' work and in the year 1996 November and December he worked for 36 days. The 2nd party has produced 3 vouchers for the date 16.05.1997 towards charges of printing and 2 vouchers for the date 23.05.1997 and one voucher for the date 29.05.1997 for cleaning and up keeping of premises by H.K. Rathod and payment of charges. These are produced with list Ext.22 on 04.03.2010. Ext.13 is the seniority list of the regular sub-staff (class iv employee) in

which name of H.K. Rathod (2nd party) is not mentioned naturally because he was not regularly appointed, rather worked intermittently in leave period of sub-staff as per Ext.12 series (20 Vouchers).

6. The 2nd party H.K. Rathod in his oral evidence (Ext. 13) has supported the statement of claim that he worked continuously for one and half year but the documents above do not support that he worked continuously rather go to show that he had not completed 240 days work in the year 1996 or 1997. He in cross-examination admitted that he was not given appointment letter and his service has been terminated orally on 09.01.1998. He also stated that there was no advertisement in the newspaper, his written test was not taken and he was being paid on daily rated basis. He does not know who are junior employees to him and who are continued in the company.

7. On the other hand, 1st party has examined Shri Girish Sombhai Madhu vide Ext.19. He was working with the 1st party since 13 years as an administrative officer and that there are recruitment Rules in case of class IV employees too, the names are being called for from employment exchange and their interviews were taken and appointments were given to successful candidates. The 2nd party H.K. Rathod admittedly has not undergone the said procedure. The 1st party witness has supported the W.S. that the 2nd party H.K. Rathod has worked for 36 days in November and December 1996 and 216 days in the year 1997. He also stated that since after disengagement of H.K. Rathod, no other person has been engaged by the 1st party as daily rated worker. Nothing could have been gained by the 1st party in cross-examination to discredit his testimony. The 1st party has produced Recruitment Rules of the 1st party organisation vide Ext.18 and it go to show the method of recruitment in the cadre of class (iii) and class (iv).

8. On behalf of the 1st party case law of Ayurvedic Officer Vs. Jarambhai Kavabhaia Vala [2006 (108) FLR. 699 (Gujarat H.C)] has been relied upon that temporary employee on daily wages and his engagement on need of work-his engagement was not retrenchment and so not required to follow the procedure prescribed under the Act. Another case law of Hesenabibi Ahmadbhai Maniar Vs. Sales Tax Commissioner [2008 (CLR 612) Gujarat H.C.] has been relied. On the other hand the learned lawyer of the 2nd party has not filed any case law in support of stand.

9. As per discussion and consideration made above I am of the considered view and therefore, find and hold that the 2nd party Shri H.K. Rathod has not completed 240 days' work in calendar year preceding alleged oral termination/discontinuation w.e.f. 09.01.1998. This issue is answered in negative and decided against the 2nd party.



10. **ISSUE NO. (iv) :-** As per findings to issue No. (iii) in the foregoing paras and also in view of case law reported in 2006 (108) FLR 699 and 2008 ICLR 612 (Supra) the action of the management of the 1st party (New India Assurance Co. Ltd.) is justified in terminating/discontinuing the services of Sh. H.K. Rathod w.e.f. 09.01.1998. This issue is answered in affirmative.

11. **ISSUE NO. (i) & (ii) :-** The reference is not maintainable and the 2nd party has no cause of action to raise dispute.

12. **ISSUE NO.(v) :-** In view of the findings to issue No. (i), (ii), (iii) & (iv) in the foregoing, the 2nd party Shri H.K. Rathod is not entitled to any relief in this case.

The reference is accordingly dismissed. No order of cost.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2014

**का.आ. 2086.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसिस बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 909/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-12012/291/99-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th July, 2014

**S.O. 2086.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 909/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of Indian Overseas Bank and their workmen, received by the Central Government on 14/07/2014.

[No. L-12012/291/99-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### PRESENT:

Binay Kumar Sinha, Presiding Officer, CGIT-cum-Labour Court,

Ahmedabad, Dated 6th January, 2014

Ajudication Order No. L-12012/291/99-IR(B-II)

New Delhi, dated: 29/02/2000

**Reference (C.G.I.T.A.) No. 909/04**

Reference (I.T.C) No. 42/2000 (old)

Reference (I.T.C) No. 01/2000 (old)

Indian Overseas Bank  
The Regional Manager  
Indian Overseas Bank  
6th Floor, Manubhai Tower,  
Sayajigunj, Baroda-390005

... First Party

#### AND

Their Workman  
Sh. Tarunkumar R. Rawal  
11, Kheda Jilla Bank Society  
B/11 Kidney Hospital, Petlad Road,  
Nadiad (Gujarat)-387001

... Second Party

Counsel for the First Party : Shri Bhushan K. Oza,  
Advocate

Counsel for the Second Party : Shri Yusufkhan  
S. Pathan, Advocate

#### AWARD

The Government of India/Ministry of Labour, New Delhi, vide its order No. L- 12012/291/99-IR(B-II) dated 29.02.2000 initially referred the Industrial Disputes specified in the Schedule for adjudication to Industrial Tribunal, Ahmedabad which was subsequently by order in exercise of powers conferred by Section 7-A read with sub-section (1) of Section 33-B of the Industrial Disputes Act, 1947 recalled the said dispute pending before the Industrial Tribunal, Ahmedabad and transferred it to Industrial Tribunal, Nadiad for adjudication on the terms of reference specified in the Schedule :

#### SCHEDULE

“Whether the action of the management of Indian Overseas Bank in orally terminating/discontinuing the service w.e.f. 01.01.1999 of Shri Tarun Kumar R. Rawal engaged as peon in station Road Branch, Nadiad is legal and justified? If not, what relief is the disputant entitled to ?”

2. The case of the 2nd party/workman as per statement of claim (Ext.3) dated 08.07.2000 is that he was engaged as daily rated peon at Nadiad branch of Indian Overseas Bank on 03.09.1992 and he worked in that capacity for 6 years till 31.12.1998 continuously without any break, honestly and diligently. But he was verbally terminated/discontinued w.e.f. 01.01.1999 without giving one month notice or notice pay in lieu of notice and retrenchment compensation, contravening the provision of Section 25F of the Industrial Disputes Act, 1947. Such



action of the 1st Party (management of Indian Overseas Bank) is illegal, improper and unjustified and against the principles of natural justice. The 2nd party has sought for relief for reinstatement with fullback wages and to any relief to which he is found entitled.

3. As against this the contention of the 1st party (Indian Overseas Bank) as per written statement (Ext.10) is that the claims of the 2nd party as per statement of claims are all false having no legs to stand, the reference is not maintainable, the 2nd party has no cause of action. The allegation as per Para 1 to 3 of claim statement are untrue and are denied. It has been denied that the 2nd party continuously worked as peon at Nadiad branch of bank. The case of the of the 1st party is that the mother of the 2nd party Bhanuben Rameshbhai Rawal was working as sweeper in the Nadiad branch of Bank and so on her recommendation the 2nd party was engaged as (Hungami) temporary/daily rated wager in leave vacancy of the regular class (iv) staff of the Bank intermittently whenever regular messenger remained not present or in exigency of works. The 2nd party has tried to get appointment through back door entry which is not permissible in law. The 2nd party never completed 240 days working days in calendar year and so there is no reason to follow the provision of Section 25F of the I.D Act for notice or notice pay or to pay retrenchment compensation. It has been denied that the 2nd party ever worked as regular class (iv) staff/peon. On these scores, prayer is to dismiss the reference since the 2nd party is not entitled to get any relief.

4. In view of the rival contention of the parties, the following issues are taken for discussion and consideration:

### ISSUES

- (i) Is the reference maintainable ?
- (ii) Has the 2nd party valid cause of action in this case ?
- (iii) Whether the 2nd party Tarun Kumar Rawal completed 240 working days in Calendar year preceding his verbal termination on 31.12.1998 ?
- (iv) Whether the action of the management of Indian Overseas Bank (1st party) is legal and justified in orally terminating/discontinuing the services of Tarun Kumar Rawal (2nd party) w.e.f. 01.01.1999 ?
- (v) Whether the 2nd party is entitled to relief in this case? If so, to what extent and what direction are to be given ?

### FINDINGS

5. **ISSUE NO. iii:-** the 2nd party Tarun Kumar deposed in oral evidence Ext.19 that he continuously without break work as peon in the Nadiad branch of Bank.

He admitted that her mother Smt. Bhanuben is working in the Bank as sweeper but denied that that on her recommendation, the branch manager has employed him as a daily wager. He deposed that Dineshbhai Makwana had been promoted as clerk and transferred to other branch of bank and nobody had come as regular peon and he was doing job of peon in absence of any regular peon. However he admitted in cross-examination that he was not appointed as peon, he was not appointed by employment exchange program, he did not have an interview call letter from Bank's Head Office or Regional Office, the regular employee are paid at the end of the month and their salary deposed in their Bank A/c whereas he was being paid by voucher he has not submitted any application before Bank for absorption as per permanent employee. The mother of the 2nd party Bhanuben vide Ext.25 also deposed in support of her son that he alalong worked uninterruptly in Nadiad branch of the Bank. However she admitted that the Bank manger had asked her that if she knows someone who can work in exigencies on temporary basis in the bank then she suggested her son's name and that her son Tarun was engaged for work.

6. The 1st party (Bank) has not examined any witness to substantiate such contention that 2nd party TarunKumar Rawal had been engaged as daily wager intermittently and in exigencies of work and he never work continuously from 1992 to 1998. Whereas per oral evidence of Tarun (2nd party) and her mother Smt. Bhanuben, he (Tarun) continuously worked in the Nadiad branch of Bank from 03.09.1992 to 31.12.1998 for 6 years and about 4 months.

7. Now coming to examine the documentary evidence of the parties. The 2nd party has produced 65 documents as per list Ext.18 which were given pucca exhibits 22 series. Ext.22/1 to 22/63 are zerox copy of vouchers for the year 1993 till July 1995. The vouchers are made under different heads like wages and misc. works for which Tarun was paid towards his wages. Most of Vouchers are regarding wages of the 2nd party for the works on monthly basis. Ext. 22/64 and 22/65 are letters of the Indian Overseas Bank, Nadiad branch addressed to the Manager, Bank of Baroda, Nadiad branch dated 25.11.1997 and addressed to the Treasury Officer Nadiad dated 13.05.1998 respectively through which the 2nd party had been authorized to receive the proceed from Bank of Baroda and had also been authorized to collect stamp on behalf of the Bank from Treasury Nadiad. These all speaks a volume that the 2nd party was performing the duty of peon/messenger also because the branch of Indian Overseas bank, Nadiad was expressing faith in the works of the 2nd party Tarun Rawal.

8. On behalf of the 1st party 43 and 72 vouchers as per list Ext. 16 and 17 respectively have been produced but none of these vouchers are regarding wages of the

days of works monthly have been produced rather these vouchers are for the year 1994 and 1995 regarding payment of miscellaneous charge to the 2nd party Tarun Kumar Rawal viz Napkin washing charge, water filling charges, washing charges etc. These vouchers have been given pucca Exhibit Ext.20 series and Ext.21 series. The 2nd party had demanded from the 1st party for production of vouchers regarding payment of wages monthly according to days of work of the 2nd party right from the year 1992 up to 31.12.1999 as per Ext.12 but the 1st party did not produce such vouchers. Instead the 1st party has produced vouchers of misc. works done by the 2nd party during the year 1994 and 1995 regarding payment of charges of water filling, washing etc. on the other hand, the 63 xerox copies of vouchers (Ext. 22 series) are for the year 1992 and onward up to the year 1995 which includes payment of misc. charges and also wages for the days of works indicated in the vouchers @ Rs. 30 per day. Several vouchers go to show 2nd party as daily rated wagger on order to conceal the true facts and on the contrary to show only part of the factum of work done by the 2nd party like water filling, washing etc. But that only status of the 2nd party is discarded through Ext.22 series (Ext.22/1 to 22/63) and Ext.22/64 and 22/65 already discussed at Para No.7 above. Ext.22/64 and 22/65 go to reveal that the work of the 2nd party Tarun Rawal was not only of water filling and napkin washing work etc. only trying to be shown by the 1st party through Ext.20 and 21 series rather speaks a volume that the 2nd party was also working a like a peon/messenger in the Nadiad branch of Bank and branch manager showing faith in his work in absence of regular peon who had been promoted to class III post and had been transferred to other branch.

9. The documentary evidence of the 2nd party go to show works of the 2nd party as daily worker/casual worker in continuity from the year 1992 to 1998 which are prevailing upon the documentary evidence produced by the 1st party trying to minimize the period of work by the 2nd party for the year 1994 and 1995. More so, the oral evidence of the 2nd party Tarun kumar (Ext.19) and also the oral evidence of her mother Smt. Bhanuben Rameshbhai Rawal (Ext.25) who was working as sweeper in the branch for the last 23 years clearly prove that the 2nd party Tarun Kumar Rawal completed 240 working days in every calendar year. The 2nd party has successfully discharged his such initial onus that he continuously worked as daily wagger/casual worker right from 1992 to 1998 and had worked 240 days in calendar year. The onus shifted to the 1st party to disprove such position but the 1st party has failed to dismiss the position by not producing voucher as demanded vide Ext.12 and by not producing attendance register, muster roll etc. as demanded by the 2nd party. Only denial as per pleadings (w.s.) is not substantive piece of evidence. More so, the 1st party did

not adduce oral evidence. The written argument on behalf of the 1st party, ext.35 is not convincing and tenable in comparison to the written arguments on behalf of the 2nd party (Ext.34) which is supported by oral and documentary evidence discussed above in the foregoing para as No.5,6,7,8, and 9 above.

10. Thus as per discussion and consideration made in the fore goings the Issue No. iii is answered in favour of the 2nd party that he (Tarun Kumar) completed 240 working days in calendar year preceding his verbal termination on 31.12.1998.

11. **ISSUE NO. iv:-** Since the 2nd party workman had completed 240 working days in calendar year preceding his oral termination so there was requirement by the 1st party for issuing one month notice before retrenchment or to pay notice pay and retrenchment compensation to the 2nd party Shri Tarun Kumar R. Rawal under the provision of Section 25F of the Industrial Disputes act, 1947. But the management of the 1st party has failed to comply with such mandatory provision of I.D. Act and has thus render itself liable for contravention of such mandatory provisions of law. So this issue is decided against the 1st party holding that the action of the management of Indian Overseas Bank is illegal and justified in orally terminating/discontinuing the services of Tarun Kumar R. Rawal w.e.f. 01.01.1999.

12. **ISSUE NO.v:** It has been argued on behalf of the 2nd party that since the 1st party has violated the provision of Section 25 F of the Industrial Disputes Act, 1947, so the 2nd party (workman) is entitled for reinstatement to the status on which he was working prior to his termination with back wages and continuity of service. In this connection, reliance has been placed upon a case law reported in 2010 lab I.C.(Noc) 435 Bombay and lab IC 1105 Himachal Pradesh. On the other hand it has been argued on behalf of the 1st party that even if the workman is found to have completed 240 days of work in some calendar years, he as a matter of right cannot claim for reinstatement because the status of the 2nd party (workman) is of daily rated worker who was getting wages on calculation of days of work in a month and that there is no proof that the 2nd party was getting other benefits other than daily rated wages at par with the permanent employee like bonus, increment etc. It has been also argued that at best the workman Tarun can get compensation due to noncompliance of provision of Section 25F of the I.D Act, 1947 by the 1st party. He also placed reliance on the case law of Hon'ble Apex Court- Senior Superintendent, Telegraph (Traffic) Bhopal vs. Santoshkumar Seal & others [2010 (6) SCC 773=2010 111 CLR 17].

13. Prior to decision of the Division Bench of the Apex Court (2010 111 CLR17) and in the case law of Jagbir Singh Vs. Haryana State Agriculture Marketing Board and another (2009) 15 SCC 377 and also catena of decision of

the Hon'ble Supreme Court, earlier view was that if termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. Now in the recent past there has been change of view and that instead of reinstatement appropriate compensation should be awarded to the workman.

14. So the 2nd party workman Tarun Kumar Rawal who was a daily rated worker cannot claim as a matter of right for reinstatement with back wages because he was not holding a post as that of regular employee considering his continuity of service as daily rated works for more than 6 years during which the management of bank had clearly expressed faith in him for the work of messenger as per Ext.22/64 and 22/65, a lump sum amount of compensation of Rs. One lakh only (Rs. 1 lakh) will be just and proper that would sub serve the ends of justice.

15. Accordingly this issue is answered that the 2nd party is entitled to the relief of compensation of Rs. One lakh from the 1st party.

16. **ISSUE NO. i and ii** : in view of the findings to Issue No iii, iv and v in the foregoing, I further find and hold that the reference is maintainable and the 2nd party has valid cause of action.

The reference is accordingly allowed. No order to any cost.

The 1st party is directed to pay the compensation of Rs. 1,00,000 (Rs. One lakh only) in one lump sum through cheque or draft in the name of the 2nd party workman Shri Tarun Kumar R. Rawal within 60 days of the receipt of copy of award, failing which the amount of compensation will carry interest @ 9% P.A.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 17 जुलाई, 2014

**का.आ. 2087.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 52/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-12012/87/98-आई आर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th July, 2014

**S.O. 2087.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/99) of the Central Government Industrial Tribunal-cum-Labour

Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 14/07/2014.

[No. L-12012/87/98-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/52/99**

SHRI R. B. PATLE, Presiding Officer

Shri Shivnarayan Chouhan,  
S/o Gannulal Chouhan,  
H.No.412,  
Rameshwar Nagar,  
Opp.Shri Balli Mishra,  
Khandwa

... Workman

#### Versus

Regional Manager,  
Bank of India, Regional Office,  
Pandhana Road,  
Khandwa (MP)

... Management

#### AWARD

Passed on this 30th day of June 2014

1. As per letter dated 31-12-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No. L-12012/87/98-IR(B-II) The dispute under reference relates to:

“Whether the action of the management of Bank of India in terminating the services of Shri Shivnarayan Chouhan w.e.f. 3-4-97 is legal and justified? If not to what relief the said workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 2/1 to 2/5. Case of workman is that is continuously working in establishment of Ist party from 3-10-91. His service rendered was satisfactory. He was working with devotion. Ist party is covered as an Industry under Section 2(j) of I.D. Act. He was orally engaged on 3-10-91. He was continuously working till 3-4-97. He worked more than 240 days during each of the year. Despite of completing 240 days continuous service, he was not given benefit of bipartite settlement. His services were not regularized. He was not given benefit of Provident Fund,

Gratuity, Bonus, Overtime. His services were terminated without notice. Workman was told on 3-4-97 that his services were no more required as employees were recruited, he should go back. His services were terminated in violation of section 25-F of I.D.Act. the discontinuation of workman amounts to retrenchment under Section 2(oo) of I.D.Act. he was not paid retrenchment compensation. The principles of last come first go were not followed. Termination of his services is no in violation of Section 25-F, G, of I.D.Act. He was not provided re-employment as such IInd party violated Section 25-H of I.D.Act. On such grounds, workman prays for his reinstatement with back wages.

3. IInd party filed Written Statement at Page 8/1 to 8/3. IInd party submits that workman was not permanent employee of IInd party. There was no question of his retrenchment. It is denied that workman was engaged on 3-10-91. It is denied that he was continuously working with IInd party. There is no evidence to support above contentions of workman. It is denied that workman was orally engaged. It is denied that workman had completed 240 days continuous service. It is denied that workman was illegally denied benefit of Provident Fund, Gratuity, Insurance, overtime wages. According to IInd party, workman was not its employee. There was no question of giving all those benefits to him. Workman was engaged as per exigencies. Bonus was paid considering eligibility. As workman was not appointed as regular employee, there was no question of his retrenchment and paying compensation. Workman is not entitled to reliefs claimed by him. It is denied that services of workmen are terminated in violation of Section 25-F, G, H of I.D.Act. IInd party prays for rejection of claim. Ist party workman filed rejoinder at Page 11/1 to 11/4 reiterating its contentions in statement of claim. Workman has reiterated that he completed 240 days continuous service during the period October 1991 to April 1997. He is employee defined under I.D.Act. His services are terminated without following statutory provisions. He was not paid retrenchment compensation.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

“(i) Whether the action of the management of Bank of India in terminating the services of Shri Shivnarayan Chouhan w.e.f. 3-4-97 is legal and justified ?	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to any relief.

## REASONS

5. Workman is challenging termination of his services for violation of Section 25-F, G, H of I.D.Act. Material contentions of workman are denied. Workman filed affidavit of his evidence. Workman has stated that he was engaged as Daftary on 3-10-91 in Bombay Market Branch, Khandwa. He was paid Rs. 2000/- per month. He says that he was distributing dak, he was working at different counters, he was arranging notes in bundles etc. his services were discontinued from 3-4-97. After discontinuing workman, IInd party engaged other person. He had completed 240 days continuous service in 1996. In his cross-examination, workman says he had not received appointment letter, he was engaged by Branch Manager R.R.Jain, the post was not advertised, his name was not sponsored through Employment Exchange, he was not interviewed. Mr. R.R.Jain was not acquainted with workman. Senior most peon was working as Daftary. He was paid wages on monthly basis. The wages for working days as per monthly basis were paid to him. Sometimes payment were made directly. He was unable to tell how many vouchers were signed by him. He was unable to tell how many days he worked in 1994. He was maintaining diary during 1994 to 1997. He claims ignorance whether he was engaged on daily wages on basis of reimbursement by Branch Manager. He also claims ignorance whether he was working 12-15 days in a month. No other witness is examined by workman.

6. Management filed affidavit of evidence of Shri Charanjeet Singh Saluja. The witness of the management says that Branch Manager is not Appointing Authority. Appointments can be made with prior approval of Regional Manager. That Branch Manager in order to ensure smooth customer service, have to engage persons whenever there is a temporary increase in the casual nature of work. That the workman was never appointed against any permanent vacancy. There was no question of his termination on 3-4-97. Management's witness denies that workman was engaged from 3-10-91 to April 1997. Management's witness was not cross-examined on behalf of workman. His evidence become unchallenged. Management filed affidavit of evidence of witness Omprakash Nema. Witness of management says that Branch Manager was not competent to appoint any staff in the Bank with prior approval of the Ministry of Finance. That Regional Manager/Zonal Manager with prior approval of Ministry of Finance is competent to appoint sub-staff after fulfilling Central Govt. directions. In his cross-examination, management's witness says that the vouchers are to be taken from one table to other in the Bank. Sweeping work was also required to be done. When regular employee was absent, such work was done from other employees. The wages were paid by voucher. The witness was unable



to tell whether any register about voucher was maintained, he was unable to tell that more than 200 vouchers were entered in said register. Workman was not paid retrenchment compensation. The evidence of workman is not corroborated about his working for more than 240 days preceding his discontinuation of his services. Any co-employee is not examined by workman. Even zerox copies of documents with list at Page 12, no care is taken to prove the documents.

7. Learned counsel for Ist party workman submits that workman had completed 240 days continuous service. His services are illegally terminated without notice. No retrenchment compensation is paid. In support of his argument, learned counsel Shri Ashok Shrivastava relies on ratio held in

Case of Officer Incharge Defence Standardization Cell versus Mukesh Kumar reported in 2013-LAB.I.C.3329. Their Lordship of Delhi High Court considering practice of giving appointment to workman on monthly basis and renewing it every month for a period of 3 years to defeat rights of workman amounts to unfair labour practice.

Reliance is also placed on ratio held in case of Hariram Sen and M.P.Housing Board and another reported in 2013/139/FLR-517. Their Lordship considering the services of Petitioner dispensed with on 29-2-2000. He was employed as chowkidar continuously w.e.f. 2-4-92. Provisions under section 25-F were not followed and not complied before retrenching workman. Their Lordship set-aside the impugned award.

The facts of present case are not comparable. There is no cogent evidence to corroborate evidence of workman that he was continuously working for more than 240 days from 1991 to 1997. Therefore ratio held in this case cannot be applied to the case at hand. For the same reasons, ratio held in case of Chaudhary Baldevbhai Hiralal and Kheralu Municipal Borough reported in 2013-139-FLR-388 cannot be applied to case at hand. There is no cogent evidence about continuous working of workman from October 1991 to April 1997.

In case of Shri Devinder Singh versus Municipal Council Sanaur reported in 2011(4)MPLJ relied by learned counsel for workman. Their Lordship held definition of term retrenchment is quite comprehensive. It covers every type of termination of service of a workman by the employer for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action. The cases of voluntary retirement of the workman, retirement on reaching the age of superannuation, termination of service as a result of non-renewal of the contract of employment or of such contract being terminated under a stipulation contained therein or termination of the service of a workman on the ground of continued ill health also do not fall within the ambit of retrenchment.

Their Lordship upheld award for reinstatement. The interference by High Court on ground of delay was confirmed not justified. The facts of present case are not comparable. That workman has failed to adduce cogent evidence about completed 240 days continuous service. The termination of service of workman cannot be said illegal. For above reasons, I record my finding on Point No.1 in Affirmative.

8. **Point No.2 :** In view of my finding in Point No.1 as workman has failed to adduce cogent evidence about 240 days continuous service, termination of his service cannot be said illegal for violation of Section 25-F, G, H of I.D.Act. There is no question of his reinstatement, leaving apart the back wages.

9. Learned counsel for IInd party on point of reinstatement with full back wages relies on ratio held in case of Jagbir Singh versus Haryana State Agriculture Marketing Board and another reported in 2009(150 Supreme court Cases 327. Reliance is also placed in case of Assistant Engineer, Rajasthan Development Corporation and another versus Gitam Singh reported in 2013(5) Supreme Curt Cases 136. As workman has failed to establish 240 days continuous service and violation of Section 25-F of I.D.Act, there is no question of reinstatement with back wages. Principle laid down in those cases therefore needs no detail discussion. Workman is not entitled to any of the relief claimed by him. Accordingly I record my finding in Point No.2.

10. In the result, award is passed as under:-

- (1) The action of the management of Bank of India in terminating the services of Shri Shivnarayan Chouhan w.e.f. 3-4-97 is legal and proper.
- (2) Workman is not entitled to any relief as claimed.

R. B. PATLE, Presiding Officer

नई दिल्ली, 17 जुलाई, 2014

**का.आ. 2088.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (के.स.औ.अ. 100/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-31011/5/2005-आई आर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th July, 2014

**S.O. 2088.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central



Government hereby publishes the Award (Ref No. 100/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Mumbai Port Trust and their workmen, received by the Central Government on 14/07/2014.

[No. L-31011/5/2005-IR (B-II)]

RAVI KUMAR, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

#### PRESENT :

K.B. KATAKE, Presiding Officer

#### REFERENCE NO.CGIT-2/100 of 2005

#### EMPLOYERS IN RELATION TO THE MANAGEMENT OF MUMBAI PORT TRUST

The Chairman,  
Mumbai Port Trust,  
Port Bhavan,  
Ballard Estate,  
Mumbai 400 038.

#### AND

#### THEIR WORKMEN

The Secretary  
Mumbai Port Trust Dock and General Employees  
Union,  
Port Trust Kamgar Sadan  
Nawab Tank Road  
Mazgaon, Mumbai 400 100.

#### APPEARANCES :

FOR THE EMPLOYER : Mr. Umesh Nabar,  
Advocate.

FOR THE WORKMAN : Mr. J. H. Sawant,  
Advocate.

Mumbai, the 6th June, 2014

#### AWARD PART-II

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/5/2005-IR (B-II), dated 22.08.2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Mumbai Port Trust by imposing the punishment of reducing

the pay by five stages in respect of Shri M.KI. Raghuvansh, Security Guard is justified? If not, what relief the workman, Shri M.K. Raghuvansh is entitled to?”

2. The workman in this reference is a permanent employee of the first party serving as a Security Guard. It was alleged that he was involved in a theft and thereafter he remained wilfully absent in order to avoid his arrest. The first party served him with a charge sheet and domestic inquiry was conducted by the Inquiry Officer. The Inquiry Officer held the workman guilty and on his report the management terminated the services of the second party workman. A criminal case was also filed against the workman in the Court of Metropolitan Magistrate. In that case Metropolitan Magistrate acquitted the workman. The workman preferred appeal against the order of termination passed by the management. The Appellate Authority in the light of acquittal by Criminal Court thought it proper to take lenient view. He set aside the order of termination. Instead of that the punishment of reducing the pay by five stages was imposed upon the workman. The workman has raised industrial dispute. In Award Part-I this Tribunal held that inquiry was fair and proper. The Tribunal also held that the findings of the Inquiry Officer are not perverse and parties were directed to lead their evidence or submit their argument on the point whether the punishment is shockingly disproportionate. Now in this Part-II Award issues before me are (1) Whether the punishment is disproportionate? Meaning thereby whether the punishment is shockingly disproportionate to the proved misconduct? (2) What relief concerned workman can get?

3. In this respect it was submitted on behalf of the second party that the workman has not committed any mischief as has been alleged and due consideration should be given to the judgement of acquittal given by the Metropolitan Magistrate. Therefore it is prayed that the punishment awarded by the management be set aside. As against this it was submitted on behalf of the first party that the acquittal recorded by Metropolitan Magistrate need not be taken into account as standard of proof required in criminal cases is very high. Whereas in the domestic inquiry mere preponderance of probability suffices the purpose and the said point was elaborately discussed in deciding the issue of perversity of findings in Part-I Award. Therefore it is rightly submitted on behalf of the first party that the second party workman cannot rely upon the judgement of acquittal given by the Metropolitan Magistrate while considering the punishment whether it is shockingly disproportionate to the proved misconduct.

4. In this respect the Id. adv. for the first party further submitted that, under Section 11 A of Industrial Disputes Act, the Industrial Tribunal has limited jurisdiction and can give appropriate relief in case of

discharge and dismissal of a workman. In the case at hand the punishment awarded to the workman is not discharge or dismissal. His pay was reduced to five stages. Therefore under Section 11-A the Tribunal cannot interfere in the punishment of reduction of pay. In this case further I would like to point out that the workman herein was held guilty for theft and for remaining wilfully absent to avoid the arrest by the Inquiry Officer. For the said misconduct, initially the Disciplinary Authority imposed punishment of termination. The workman preferred appeal and the Appellate Authority has given due consideration to the judgement of acquittal given by Metropolitan Magistrate and set aside the order of dismissal. Instead of that he awarded punishment of reducing pay of the workman by five stages. Such a punishment cannot be called disproportionate or shockingly disproportionate to interfere with. In the circumstances I come to the conclusion that the judgement of acquittal by Metropolitan Magistrate cannot extend any help to the workman in interfering with the punishment as has been argued. On the other hand the punishment of reducing pay by five stages needs no interference as the same is quite adequate to the proved misconduct. Accordingly I decide this issue no.3 in the negative. Consequently I hold that the workman is not entitled to any relief and thus decide this issue no.4 also in the negative and proceed to pass the following order:

#### ORDER

The reference stands rejected with no order as to cost.

Date: 06.06.2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 17 जुलाई, 2014

**का.आ. 2089.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई डी बी आई बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या 20/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-12012/109/2007-आई आर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th July, 2014

**S.O. 2089.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 20/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai as shown in the Annexure, in the Industrial

Dispute between the management of IDBI Bank and their workmen, received by the Central Government on 14/07/2014.

[No. L-12012/109/2007-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

#### PRESENT:

K. B. KATAKE, Presiding Officer

#### REFERENCE NO. CGIT-2/20 of 2009

EMPLOYERS IN RELATION TO THE  
MANAGEMENT OF INDUSTRIAL DEVELOPMENT  
BANK OF INDIA LTD.

The Deputy General Manager (ER),  
IDBI Bank, HR Deptt. IDBI Ltd.  
21st floor, D-Wing  
IDBI Tower, WTC Complex  
Cuffe Parade  
Mumbai-400 005.

#### AND

#### THEIR WORKMEN.

Smt. Vaidhehi S. Pathak,  
10, Pitruachaya,  
Society Road,  
Above Indian Overseas Bank,  
Jogeshwari (E),  
Mumbai 400 060.

#### APPEARANCES:

FOR THE EMPLOYER : Mr. R. S Pai, Advocate

FOR THE WORKMAN : Mr. Vinod T. Mirajkar,  
Advocate

Mumbai, the 30th May, 2014.

#### AWARD PART-I

The Government of India, Ministry of Labour & Employment by its Order No.L-12012 / 109 /2007-IR (B-II), dated 02.03.2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Industrial Development Bank of India (IDBI) in imposing the penalty of ‘Dismissal from service’ on Smt. Vaidehi S. Pathak is legal and justified? What relief the concerned workmen is entitled to?”

2. After receipt of the reference notices were issued to both the parties. In response to the notice second party workman filed her statement of claim at Ex-6. According to the second party workman she was employee of the first party and was working as Receptionist. Her pay was Rs.19,000/-p.m. While she was working as Receptionist the first party issued a charge-sheet dt. 15/7/2005. The charges were levelled against her of habitual absence without leave, wilful insubordination and habitual breach of law etc. The charges levelled against her were totally false, vague and baseless. According to her, she was on leave and requested for extension of leave on medical ground. However as the first party had planned for victimising her, they decided to hold a domestic inquiry of the aforesaid charges. They appointed Mr. Gogia, rank Outsider as an Inquiry Officer. The appointment of Mr. Gogia and his findings and report against the second party was given for enabling the first party to terminate the services of second party. The I.O. violated the principles of natural justice while conducting the domestic inquiry. He did not give fair and proper opportunity to the second party to defend herself against the charges levelled against her. There was no oral or documentary evidence against the second party. In spite of that I.O. held her guilty. She was not given a fair opportunity to defend herself and to examine her witnesses. The I.O. used to shout and rush towards the second party. The second party was in the advanced stage of pregnancy. She was demoralised and depressed and could not defend herself in the domestic inquiry. The domestic inquiry is not fair and proper and the findings of the I.O. are perverse.

3. On the basis of report and findings of Inquiry Officer management has illegally terminated her services. Therefore the second party raised industrial dispute. As conciliation failed, on the report of ALC (C), the Central Labour Ministry sent the reference to this Tribunal. The second party workman prays that the order of termination passed by the first party be quashed and set aside and the first party be directed to reinstate the second party with full back-wages and continuity of service alongwith all consequential benefits w.e.f. 12/12/2006 and also prays for cost and compensatory cost.

4. The first party resisted the claim vide its written statement at Ex-8. According to them the reference is not tenable as the second party was not a workman. On the other hand she was recruited as Trainee Officer and at the time of termination she was Grade-III Officer in the position of Secretary. Therefore she being an officer cannot raise this dispute. According to them the second party workman was served with the charge-sheet. She has replied the charge sheet. Mr. Gogia was appointed as Inquiry Officer. He conducted the inquiry. Sufficient opportunity was given to the second party to defend herself. Mr. Prakash Shinde, Secretary of the Union was her defence

representative. Copies of all the documents were given to the second party workman. Second party was also allowed to lead her evidence. The I.O. on the strength of documents on record and after hearing both the parties recorded the findings and submitted his report. Copy of the report was sent to the workman. After giving hearing to the workman, the punishment of dismissal was imposed upon the workman. The I.O. followed the principles of natural justice. The contention of violation thereof is false. The charges are proved on the strength of documentary evidence on record for which punishment of dismissal is appropriate. The inquiry was fair and proper. The findings of the I.O. are not perverse. Therefore they pray that the reference be dismissed with cost.

5. Following are issues for my determination. I record my findings thereon for the reasons to follow.

Sr.No.	Issues	Findings
1.	Whether the inquiry is fair and proper?	Yes
2.	Whether the findings of the I.O. are perverse?	No

### REASONS

#### Issue No. 1 :

6. According to the second party workman the Inquiry Officer has not conducted the inquiry as per the Model Standing Orders. According to the Id. adv. for the second party the standing orders have over riding effect over other provisions of law. In support of his argument, the Id. adv. resorted to Apex Court ruling U.P. State Electricity Board & Ors. V/s. Hari Shankar Jain and Ors 1978 (37) FLR 280 wherein the Apex Court observed that;

“We are clearly of the view that the provisions of Standing Orders Act must prevail over Section 79 C of Electricity Supply Act in regard to matters to which the Standing Orders Act applies.”

7. On the point the Id. adv. also cited Mumbai High Court ruling in Sitaram Tukaram Valunj V/s. Municipal Corporation Mumbai in Writ Petition no. 8711 of 2007 wherein Hon'ble High Court observed that;

“Model Standing Orders are part of every contract of employment. A breach of Model Standing Orders will therefore amount to breach of item 9 of Schedule IV of the Maharashtra Recognition of Trade Union and Prevention of Unfair Labour Practice Act, 1971.”

8. The Id. adv. also cited another Bombay High Court ruling in Municipal Corporation V/s. Laxman Saidoo Timmanapayati & Ors. 1991 (I) CLR 653 wherein the Hon'ble Court observed that;

“Model Standing Orders will prevail over the Municipal Rules.”

9. The *Ld. Adv.* also cited another Madras High Court ruling in *Tamil Nadu Water Supply and Water Board & Anr. V/s. M.D. Vijaykumar & Ors.* 1991 (I) CLR 677. Hon'ble Court held that;

“Standing Order Act is special law and it will prevail over regulations framed by respondent under Tamil Nadu Act IV of 1971.”

10. The *Ld. adv.* also cited another Bombay High Court ruling in *Pyarelal V/s Municipal Council Ramtek & Anr.* 1992 (I) CLR 327 wherein Hon'ble Bombay High Court held that;

“It is the industrial law which has to be treated as a special law and therefore must prevail over the general law.”

11. In this respect the *Ld. adv.* for the first party submitted that the inquiry officer has followed the provisions of the Model Standing Orders and conducted the inquiry by following the Model Standing Orders and the Principles of Natural Justice. In this respect it was pointed out on behalf of the second party that the inquiry officer has not recorded the evidence in Marathi. According to him it was gross error on the part of the Inquiry Officer. In this respect I would like to point out that the *I.O.* has not recorded statement of any witnesses. His report is based on documentary evidence on record. Therefore question of recording evidence in Marathi does not arise. Therefore the contention of the workman is devoid of merit that the *I.O.* has not followed the provisions of Model Standing Order and has not conducted the inquiry in Marathi language. In this respect I would like to point out that though inquiry is conducted in Marathi it can be recorded in English and such a procedure is not in violation of Model Standing Order.

12. On the point Bombay High Court ruling can be referred in *National Organic Chemicals Ltd. & Ors. V/s. Pandit Ladaku Patil* 2008 III CLR 716 wherein the inquiry was conducted in Marathi and the evidence was recorded in English. The Hon'ble Court held that, the inquiry cannot be quashed for following such a procedure of recording evidence in English. There is no other instance pointed out on behalf of the workman in respect of violating the Model Standing Order. It was pointed out that the Inquiry Officer has not recorded any oral evidence. However when there is sufficient documentary evidence on record, and facts are admitted, it is not always necessary to examine witness in the inquiry proceeding.

13. In this respect I would like to point out that the charges against the workman was habitual absenteeism. Workman has also admitted in her pleading that she was on leave and she had sought for extension of leave on medical ground which was rejected and the inquiry was

initiated against her for habitual absenteeism. It was based on record and documents as well as admission of the workman. Therefore there was no need to examine any witness.

14. In this respect the *Ld. adv.* for the first party submitted that when inquiry is challenged as not fair and proper the burden to prove the same is always on the person who challenges the fairness of the inquiry. In the case at hand the according to the *Ld. adv.* for the first party the workman failed to lead any evidence to show that the inquiry was not fair and proper. In support of his argument the *Ld. adv.* resorted to Division Bench ruling of Hon'ble Bombay High Court in *Narang Latex & Dispersions Pvt. Ltd. V/s. S. V. Suvama (Mrs.) & Anr.* 1994 (ii) CLR 51 Bom. Wherein the Hon'ble Court observed that;

“.....on the principle that the burden would lie on the party who would fail if no evidence is led by either of the parties, it would be for the workman to lead evidence first in order to show that the domestic inquiry is not fair and proper and therefore the order of dismissal is wrongful.”

15. The *Ld. adv.* for the first party in respect of fairness of inquiry pointed out that the Apex Court has laid down the five conditions for fair and proper inquiry in *Sur Enamel and Stamping Works Ltd. V/s. Their Workmen* 1963 II LLJ 367. They are :

- (1) The employee proceeded against has been informed clearly of the charges levelled against him.
- (2) The witnesses are examined-ordinarily in the presence of the employee in respect of the charges.
- (3) The employee is given a fair opportunity to cross examine witnesses.
- (4) He is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter and
- (5) The inquiry officer records his findings with reasons for the same in his report.

16. In the case at hand the *Ld. adv.* pointed out that the workman was served with the charge sheet. She was served with copies of the documents on which management relied upon. She was given opportunity to defend herself. She was also given an opportunity to examine witness including herself. The inquiry Officer has recorded his findings with reasons for the same. In the circumstances no fault can be found in the inquiry proceeding. Thus I hold that the inquiry was fair and proper.



**Issue No. 2 :**

17. In respect of findings of the Inquiry Officer the Id. adv. for the second party submitted that the inquiry officer has not given findings that the workman was wilfully absent from duty. Mere absence does not amount to misconduct. In support of his argument, Id. adv. for the second party cited Apex Court ruling in Krishnakant B. Parmar V/s. Union of India & Anr. 2012 I CLR 753 wherein the Hon'ble Court held that disciplinary authority failed to establish that appellant's absence from duty was wilful. In the absence of such finding, the absence from duty will not amount to misconduct. The facts of that case are altogether different. The workman therein was not allowed to sign the attendance register and allowed to join his duties. Therefore he was shown absent. In such circumstances where officer of the management had restrained the workman from attending his duty or where due to accident or serious illness, if workman is prevented from attending duty, in such circumstances the absence cannot be called wilful absence. In the case at hand the workman was already on leave. She had applied for extension of her leave which was refused. It is not the case of the workman that she was seriously ill or admitted in a hospital or totally unable to attend her duties. In the circumstances the ruling referred on behalf of the workman is not applicable to the set of facts of the present case. The findings of the Inquiry Officer are based on the documentary evidence on record. Though documents were not formally proved by the management, they are the documents maintained during the course of business. They are not challenged by the second party workman as false or fabricated documents. On the other hand in her reply before the Inquiry Officer the workman has admitted certain facts. In the circumstances it was not necessary to prove the documents by examining any witness. It is a sheer formality and wastage of time. The findings of the inquiry officer are based on the record of the office maintained by the first party during the course of its business. Therefore such entries can be very well read in evidence. In the circumstances conclusion can be arrived at that the findings of the Inquiry Officer are consistent to the documentary evidence before him and cannot be called perverse. Accordingly I decide this issue no.2 in the negative and proceed to pass the following order :

**ORDER**

- (i) The inquiry held against the workman is found to be fair and proper.
- (ii) The findings of the Inquiry Officer are not perverse.
- (iii) Both parties to argue /lead evidence on the point of quantum of punishment.

Date: 30/05/2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 17 जुलाई, 2014

**का.आ. 2090.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मर्मागोवा पतन न्यास के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुंबई के पंचाट (संदर्भ संख्या 5/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-31011/20/2007-आई आर (बी-II) ]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th July, 2014

**S.O. 2090.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Mormugao Port Trust and their workmen, received by the Central Government on 14/07/2014.

[No. L-31011/20/2007-IR (B-II)]

RAVI KUMAR, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT :**

K.B. KATAKE, Presiding Officer

**REFERENCE NO.CGIT-2/5 of 2008****EMPLOYERS IN RELATION TO THE MANAGEMENT  
OF MORMUGAO PORT TRUST**

The Chairman,  
Mormugao Port Trust,  
Headland Sada,  
Goa 403 804.

**AND****THEIR WORKMEN.**

The President,  
Mormugao Port & Railway Workers Union,  
Main Administrative Office Building,  
Mormugao Port Trust,  
Headland Sada,  
Goa 403 804.



**APPEARANCES :**

FOR THE EMPLOYER : Mr. M. B. Anchan,  
Advocate

FOR THE WORKMAN : Mr. P. Gaonkar,  
Advocate

Mumbai, the 12th May, 2014.

**AWARD**

The Government of India, Ministry of Labour & Employment by its Order No.L-31011 / 20/2007-IR (B-II), dated 20.12.2007 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Mormugao Port Trust in dismissing (Late) Shri Yellappa Chalwadi, Sweeper from employment is legal and justified? If not, to what relief Smt. Parvati Y. Chalwadi, w/o. Late Shri Yellappa Chalwadi is entitled for?”

2. After receipt of the reference, notices were issued to both the parties. In response to the notice second party union has filed its statement of claim at Ex-10. According to them (Late) Shri Yellappa Chalwadi, husband of the second party Smt. Parvati Chelvadi was employee of the first party since 25/09/1992. He was taken ill and was admitted in the Hospital of the first party and he expired on 16/04/2006 in the Hospital of first party. After his death she approached the first party for settlement of her legal dues and requested for employment on compassionate ground. The first party refused to settle her legal dues and refused to pay the pension and other benefits. They also refused to give appointment on compassionate ground. Therefore she approached the ALC (C), Vasco-da-Gama. However conciliation failed and on the report of ALC (C), Goa the Labour Ministry sent the reference to this Tribunal.

3. According to the second party on the day of death the workman was on the muster roll of the first party. His name was removed from muster roll since April 2006. He was given gold coin in the year 2007. The gold coin is given to the employees who were on roll of the company on October, 2004. It indicates that the plea of the first party is false that the workman was dismissed from service prior to September, 2004. The deceased husband of the second party was under treatment in the hospital of the first party from January, 2003 to April, 2006. His name was also on roll of the employer. Therefore he was given treatment in the hospital. The plea of the employer that he was dismissed from service is after thought only to avoid the pension and other legal dues payable to the heirs of the deceased. It is further contended that no proper inquiry

was conducted and the workman was not allowed to take help of defence representative of his choice. Her husband was continuously ill and was under treatment in the hospital of first party. The said fact was not considered by the Inquiry Officer and management. The wife of the workman therefore prays that the dismissal of workman, Yellappa Chalwadi be declared as illegal, improper and unjustified. She also prays to direct the employer to pay all legal dues of the workman. She also prays that first party be directed to release pension of the workman from the date of death of her husband. She also prays for direction to the first party to consider her name for appointment on compassionate ground.

4. The first party resisted the statement of claim vide its written statement at Ex-14. According to the first party (Late) Shri Yellappa Chalwadi, the Sweeper of the company habitually and unauthorisedly remained absent from duty w.e.f. 15/10/2003 without any intimation. Therefore he was served with charge sheet dated 17/12/2003. Subsequently departmental inquiry was held against him. In the inquiry he was found guilty of the alleged misconduct. After giving him show-cause notice dated 27/07/2004 he was awarded the punishment of removal from service. He received the said order on 28/09/2004. However he did not prefer any appeal against the order of removal. Fair and proper opportunity was given to the workman in accordance with the principles of natural justice. The findings of the IO are based on oral and documentary evidence on record. As the workman was removed from service before his death, his wife and heirs are not entitled to receive the pensionary and other benefits. So also for the same reason name of his wife cannot be considered for Compassionate appointment as on the date of death, workman was not in service of the first party. For GPF and salary dues, Smt. Parvati Chelvadi was advised for some formalities which she is yet to comply. The said amount would be paid to her after deducting the amount recoverable from the workman. In the circumstances the first party submitted that the wife of the deceased workman is not entitled to the benefits of arrears, gratuity and pension as workman was not in service of the first party on the date of his death. Therefore the first party prays that the reference be dismissed with cost.

5. Following are the issues for my determination. I record my findings thereon for the reasons to follow :

Sr. no.	Issues	Findings
(1)	(2)	(3)
1.	Whether the inquiry was legal and proper?	Yes
2.	Whether the findings are perverse?	No

(1)	(2)	(3)
3.	Whether the punishment is shockingly disproportionate to the proved misconduct ?	Yes.
4.	What relief the legal heirs of deceased workman are entitled to?	As per order below.
5.	What order?	As per final order.

### REASONS

#### Issue No.1 :

6. In this case the fact is not disputed that the workman was absent from duty for long period. Therefore memorandum was sent to him by post on his last known address at Karnataka State in Bijapur District as well as on his local address of Rajiv Hotel at Mormugoa. The envelop sent at his local address returned with postal endorsement "Hotel collapsed, returned to the sender". The R.P.A.D. letter sent to his native place the receipt there of did not return back. Therefore the first party, i.e the disciplinary authority thereof, had given public notices in various newspapers. They were English Newspapers: The Navhind Times and Herald as well as in Marathi Gomantak and Tarun Bharat published from Goa. The first party also published the notice in two Kannada papers they are Karnataka and Vijay Karnataka. In spite of it the workman did not appear. Therefore the Inquiry officer proceeded ex-parte and concluded the inquiry. In this respect the version of the second party is unacceptable that no notice was served on workman and that the inquiry was held ex-parte.

7. From the above referred record it is clear that the first party has made every attempt to serve the workman with notice of inquiry. They sent notices at his residential address given by him as well as at his native address. They have also published notice in English, Marathi and Kannad newspapers. In spite of that neither workman appeared in the inquiry proceedings nor put his defence. The first party left no stone unturned in making every effort to serve the workman. In spite of that workman remained absent and the inquiry proceeded ex-parte. In this backdrop the version of the workman is devoid of merit that there was violation of Principles of Natural Justice. Furthermore the fact is also not disputed that the workman was absent throughout for the period alleged by the first party. Only defence of the workman is that he was taken ill. Therefore he could not attend the inquiry proceeding. However neither workman had intimated his superior or the concerned department nor had applied for any type of leave. It was submitted on behalf of the workman that the workman was under treatment in the

hospital of the first party and they were well aware about the ill health of the workman.

8. In this respect it was pointed out on behalf of the first party that the workman died in their hospital. However he was not under treatment for a long period. He died on the same day when he was taken to the hospital. He was admitted in the hospital in a critical condition. As the condition of the patient was critical, they admitted him and started treatment. There is absolutely no record to show that the workman was taken ill since 15/10/2003 continuously till the date of his death i.e. on 16/04/2006. In the circumstances it is clear that inspite of notices and public notices the workman did not appear before the inquiry committee nor sent any intimation in respect of his illness. The first party management has taken every effort to serve the workman with notice. In spite of that the workman did not appear before the Inquiry Officer. Therefore he was constrained to proceed exparte and recorded his findings. In the circumstances I hold that the inquiry was quite fair and proper.

#### Issue No. 2 :

9. In respect of findings of the I.O. it was pointed out on behalf of the first party that the fact is not disputed that the workman was absent throughout since 15/10/2003. There is no evidence on record that either the workman had given intimation to the management that he was taken ill and unable to attend his duties or had applied for leave. In the circumstances workman cannot justify his absence by saying that he was taken ill, therefore he could not attend his duties and the inquiry proceeding as well. His absence from duty was no doubt unauthorised and without any intimation or permission. Therefore I hold that the findings of the Inquiry Officer were based on evidence on record that the workman was unauthorisedly absent from duty. Thus I also hold that the findings of the Inquiry officer cannot be called perverse.

#### Issue No.3 & 4 :

10. Now the last but most important point is whether the punishment of termination from services is shockingly disproportionate to the proved misconduct of absenteeism. In the case at hand from the fact and circumstances on record it is revealed that the workman was absent from duty since 15/10/2003 and in spite of notices sent and published by inquiry officer, he remained absent. Therefore inquiry proceeded and concluded ex-parte. The I.O. held the workman guilty for misconduct of remaining continuous absent for more than two years. Punishment of termination of services for such continuous absenteeism generally cannot be found fault with. However in the case at hand I would like to point out that according to the second party the workman was continuously ill. Therefore he could not attend his duties. In this respect it was pointed out on behalf of the first party that the second

party has not led any evidence in respect of illness of the deceased worker. In this respect I would like to point out that the deceased workman died in the hospital of the first party on 16/04/2006. Furthermore, as workman expired, his poor illiterate widow is not expected to get the papers and documents. As workman expired who was the main person and the sole earning member in the family, in his absence the widow may not be in a position to obtain the necessary documents. In this respect the fact is not disputed that when the workman was admitted in the hospital of the first party his condition was critical. This fact indicates the possibility of illness of workman. In the circumstances whatever little evidence and circumstances are on record indicates possibility of illness of workman during the period of his absence. Furthermore management witness has admitted in his cross at Ex-39 that, in 2006 they have given gold coin to the workers who were on their roll. He has not denied that the wife of the deceased workman was also given a gold coin. He has admitted in his cross that, name of the second party workman was on muster roll till December 2005. In this backdrop I hold that though the workman was found guilty for the misconduct of continuous absenteeism, a sympathetic view is required to be taken. In the interest of justice I think it would not be proper to impose the punishment of termination mechanically. During the period of his absence the possibility of workman being taken ill and under treatment cannot be ruled out. The workman and his widow are from poor, illiterate background and they may not have informed the authority about the illness of the workman. Their ignorance and illiteracy should not come in their way. In such circumstances punishment of termination from service, for continuous absenteeism is found to be shockingly disproportionate. Instead of that in the above circumstances and to meet the end of justice a sympathetic view is required to be taken. Thus instead of termination of services, punishment of compulsory retirement with all retirement and pensionary benefits would serve the purpose. The period of his absence from 15/3/2003 to 16/04/2006 can be treated as extra ordinary leave without pay. In the circumstances I decide this issue no.3 in the affirmative. I also answer issue no.4 accordingly and proceed to pass the following order :

#### ORDER

- (i) The reference is partly allowed with no order as to cost.
- (ii) The inquiry is declared as fair and proper.
- (iii) Findings of the Inquiry Officer are found not perverse.
- (iv) The punishment of termination of services is held shockingly disproportionate.

- (v) Punishment of compulsory retirement w.e.f. 16/04/2006 with all retirement and pensionary benefits be substituted.
- (vi) The period of his absence from 15/10/2003 to 16/04/2006 be treated as extra ordinary leave without pay.
- (vi) The legal heirs are entitled to get all the arrears, retirement and pensionary benefits as per the rules.

Date: 12/05/2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2091.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 72/2005 एवं ए/1/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[सं. एल-22012/284/2004-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2091.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 72/05 and A/1/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of South Eastern Coalfields Ltd. and their workmen, which was received by the Central Government on 18/07/2014.

[No. L-22012/284/2004-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/72/2005 & A/1/2010**

SHRI R.B.PATLE, Presiding Officer

The President,  
Koyla Mazdoor Sabha,  
Charcha colliery,  
Distt. Korea,  
Chhattisgarh

... Workman/Union

**Versus**

Chief General Manager,  
Bainkuntpur Area,  
South Eastern Coalfields Ltd.,  
PO Baikuntpur,  
Distt. Korea,  
Chhattisgarh

. . . Management

### AWARD

Passed on this 20th day of June 2014

1. As per letter dated 8-7-05 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-22012/284/2004-IR(CM-II). The dispute under reference relates to :

श्री प्रभुदयाल शुक्ला पिता श्री रोहणी प्रसाद शुक्ला, मैकेनिकल हैल्पर का लिपिक के पद पर नियमितकरण एवं सुसंगत पदोन्नति न करके, एवं उनके कनिष्क कर्मचारियों को पदोन्नति देते हुये कर्मकार की सेवाओं का अधिक्रमण कर क्या मुख्य महाप्रबंधक, बैकुण्ठपुर क्षेत्र एस. ई. सी. एल. ने न्यायोचित, व्यवहार एवं विविध कार्यवाही की है ? यदि नहीं तो कर्मकार को क्या अनुतोष/राहत मिलनी चाहिये ?

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 7/1 to 7/3. Case of Ist party workman is that he was appointed as General Mazdoor Category-I on 1-5-79. He was working at E&M deptt. He was promoted to the post of General Mazdoor Cat-II in 1983. He was working as Attendance clerk and performing various clerical jobs. He was maintaining attendance. Presently he is working in office of Suptd. Engineer. In 1994-95, junior co-employees were regularized as clerk. His name is figured in said list but he was not considered for regularization. He was performing duties of clerk. He had submitted several representations for regularization on the post of clerk. However he was not promoted or regularized on the post of clerk. Rather he was promoted in General Mazdoor Cadre. On such ground, he prays for his regularization on the post of clerk and consequential benefits with seniority. He prays for cost of Rs.10,000/-.

3. IInd party has filed Written Statement at Page 8/1 to 8/8. IInd party submits that workman Prabhudayal Shukla was initially appointed as General Mazdoor Category I on 1-5-1979. He is working at E&M department. The service conditions are covered by NCWA and standing orders. Cadre scheme have been formulated for each category of employees. Workman was promoted to the post of mechanical helper Grade II on 4-12-1984 on recommendation of DPC. Workman was upgraded to post of Mechaical Fitter Helper Cat-III SLU on 1-7-95 and again to the post of Mechanical Fitter Helper Cat-IV SLU on 1-1-2004. Workman was never engaged as clerk. He was not promoted to work on the post of clerk therefore his claim for regularization cannot be accepted.

4. In para-wise remarks, IInd party submits that workman has not submitted authentic record about his educational qualification. Workman was promoted in General Mazdoor Category II in E&M Department. Token clerk is statutory post under Mines legislation. It is denied that workman was not granted any promotion in General Mazdoor Category. As per cadre scheme, for post of clerk Grade II, the eligibility is prescribed under cadre scheme. Workman was never selected therefore he is not entitled for regularization. It is reiterated that workman was never engaged for clerical job. On such ground, IInd party prays for rejection of claim.

5. Workman has filed rejoinder at Page 9/1 to 9/4. Workman has pleaded that contentions of management are misleading. Workman has passed H.Sc in 1979 his date of birth is 15-11-1958 but he was promoted to the post of Mechanical Helper Grade-II. However since 1983, he was performing work of clerk. That Ramcharan, Ritlal Rajwade, A.K.Guha, Jitendra Kumar Singh working in Cat-I, II as General Mazdoor were promoted to the post of Clerk Grade-III on 24-3-98. Ist party workman is superseded.

6. Application 1/2010 is filed under Section 33-A by workman praying directions not to transfer or discontinue from work. The application is opposed by management denying valuations. That applicant is not tenable. Application is filed against Non-applicant in personal capacity with intention to cause harassment.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i)	Whether the action of the management denying regularization in post of clerk to Shri Prabhudayal Shukla, S/o Rohni Prasad Shukla Mechanical Helper and promoting junior employees superseding him by General Manager, Baikunthpur of SECL is justified and legal.	In Negative
(ii)	If not, what relief the workman is entitled to?"	As per final order.
(iii)	In A/1/2010, whether the IInd party has violated provisions of Section 33 of I.D. Act ?	In Negative
(iv)	If so, to what relief ?	Application under Section 33-A rejected.



**REASONS**

8. Terms of reference relates to denial of regularization to workman on the post of clerk. Employees junior to him were promoted and he was superseded. Material contentions of workman are denied by IInd party. Ist party workman has filed affidavit of his evidence. He has stated in his affidavit that he was appointed as General Mazdoor on 1-5-1979. He was promoted as General Mazdoor Category II in 1982. He was working as clerk. He was not regularized on post of clerk despite of several representations. That he was not promoted in cadre of clerk neither in General Mazdoor Category. He suffered loss. That Shri Devendralal S/o Shri Banwari Lal General Mazdoor was promoted but he has been superseded. In his cross-examination workman says he was appointed as General Mazdoor Category I. He was working in E&M Department. There are separate cadre schemes for promotion of different categories of employees. That DPC was not constituted. That he was benefitted for post of Category IV from 1-1-2004. That Ramcharan, Ritlal Rajwade, A.K.Guha, Jitendra Kumar Singh working in Cat-I, II as General Mazdoor were promoted to the post of Clerk Grade-III for want of recommendation. Evidence of workman is clear that he was appointed as General Mazdoor Category. He was given SLU benefit to the post of General Mazdoor Category IV. The evidence of management's witness Shri G.K.Srivastava is by way of denial consistent with contentions raised in Written Statement filed by IInd party. That promotion for the post of clerk III as per cadre scheme is Clerk Grade-II having passed matriculate or equivalent examination, promoted by selection/test etc. in his cross-examination, witness says that Shri Dharmendra Singh was appointed in time rated category-I in 1989. He was promoted as clerk in 2005 by selection. That error is committed that workman was given SLU benefit in 1975. The documents Exhibit W-1 to W-7 are proved from evidence in cross-examination of management's witness. The evidence of management's witness Shri R.N.Singh is also consistent with contentions in Written Statement of IInd party. Documents Exhibit W-8(a to e), W-9(a), 10/6 are proved from his evidence. The document Exhibit W-1 is letter given by ALC to Central govt. finds grievance of workman about denial of regularization on post of clerk. In Exhibit W-2 information was submitted by workman that he was working as clerk. Exhibit w-3 is letter given by Dy.Chief Personnel Manager to Sub Area Manager calling information about grievances to workman. In Exhibit W-4, letter given by Personnel Manager to Sub Area Manager, there is clear reference that workman was working as clerk since 1983 to 1995 for 12 years. He was claiming regularization on the post of clerk. Name of workman is appearing in document Exhibit W-7/5. Document Exhibit 8 (a to e) are references submitted by workman time to time claiming that he was working as clerk. Document Exhibit 7/9 a finds name of workman in

the list. Documents W-4 clearly shows that workman was working as clerk for more than 12 years. As per W-1, workman was promoted to General Mazdoor Cat-II in 14-12-1984. The evidence of workman that he passed HSc is not challenged in his cross-examination. The zerox copy of marksheet is produced on record. Zerox copy of order dated 13-2-2001 and 13-12-2005 promoting Shri Brijendra Prasad Shukla and office order of regularizing Dharmendra Singh are produced on record. Order dated 13-12-05 is clear that on representation of Shri Dharmendra singh, he was regularized from Category-II to the post of Clerk Grade-III. The order is not disclosing that he was selected by any Committee. Workman was appointed as General Mazdoor Category I in 1979. Both Brijendra Prasad Shukla and Dharmendra Singh junior to workman are regularized in clerk Grade-III on 13-2-2001, 13-12-2005. Workman is superseded. Therefore the action of the management cannot be said proper and legal. For above reasons. I record my finding in Point No.1 in Negative.

9. Point Nos. 2,3&4- so far as application submitted under section 33-A, no independent evidence is adduced by parties. The legal position is shattered that complaint under Section 33-A is required to be decided as dispute. The evidence is adduced in the reference and evidence discussed above is clear that workman was not regularized in the post of clerk despite he was working as clerk in 1983, Jr. employees shri Brijendra Prasad Shukla and Dharmendar Singh General Mazdoor Category II were regularized. The orders about regularization doesnot find reference about their selection. Rather the competent authority had proved their regularization. For above reasons, Ist party workman is entitled to the regularization on the post of clerk from the date employees junior to him were regularized. Workman is entitled to regularization on the post of clerk from 13-2-2001 when Brijendra Singh was regularized and Dharmendra Singh General Mazdoor Cat-II was regularized on 13-12-05. Workman is entitled to benefit of regularization from earlier date when Shri Brijendra Shukla ws regularized i.e. on 13-2-2001. The complaint under Section 33-A is merged in the reference and no separate order is required to be passed. As no evidence is adduced separately, I record my finding in Point No. 3, 4 in Negative.

10. In the result, award is passed as under:-

- (1) Action of the management denying regularization to workman Shri Prabhudayal Shukla, S/o Rohni Prasad Shukla on the post of clerk is not just and proper.
- (2) IInd party is directed to consider Ist party workman for regularization on the post of clerk from the date 13-2-2001 when Shri Brijendra Shukla was regularized on the post of Clerk



Grade-III. The difference of monetary benefits also be paid to workman within 30 days from the date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2092.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 34/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[ सं. एल-22012/31/2006-आई आर (सीएम-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2092.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 34/07) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Nigani Project of NCL, and their workmen, received by the Central Government on 18/07/2014.

[No. L-22012/31/2006-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

No. CGIT/LC/R/34/07

SHRI R. B. PATLE, Presiding Officer

The President,  
Koyla Shramik Sabha (HMS),  
Qr. N. B-10,  
Amlohari Project, NCL,  
Sidhi (MP)

... Workman/Union

Versus

The Chief General Manager,  
Nigani Project of NCL,  
PO Nigahi,  
Sidhi (MP)

... Management

#### AWARD

Passed on this 19th day of June 2014

1. As per letter dated 28-2-07 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I. D. Act, 1947 as per Notification No. L-22012/31/2006-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of NCL in not regularizing/ promoting Smt. Sandhya Gupta, Clerk to the post of clerk is legal and justified ? If not, to what relief is she entitled ?”

2. After receiving reference, notices were issued to the parties. Statement of claim is filed by Union. The case of workman is that she was appointed on the post of General Mazdoor. That she was engaged for clerical job on 28-4-98. That her services were not regularized. It is alleged that as per order dated 14-9-04, she was kept away from clerical job. Her service conditions were changed. He was working in capacity of Clerk Grade-III. She was discriminated by IInd party. On such grounds, she prayed for regularization on the post of clerk.

3. IInd party filed Written Statement. Preliminary objection is raised that reference is vague. It is not tenable. That Ist party workman was given appointment on compassionate ground as General Mazdoor Category-I vide order dated 28-4-98. Qualified persons from General Mazdoor Category I were given preference. Rest of the allegations are denied. That the post of Clerk Grade III is selection post. Unless selection is made, General Mazdoor Cat-I,II cannot be given the post of Clerk Grade-III. On such ground, IInd prayed for rejection of claim. Workman has filed rejoinder reiterating her contentions in statement of claim.

4. Workman filed affidavit of her evidence. She has stated that IInd party has issued order of appointment of Data Entry Operator- Documents W-1, W-2. Therefore she is not desiring to prosecute her claim. In view of evidence of workman, award is passed as under :

“As IInd party has appointed workman as Data Entry Operator as per order dated 20-4-2014, claim of workman stands satisfied.”

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2093.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डब्ल्यू.सी.एल.

के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 210/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[सं. एल-22012/126/1989-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2093.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 210/89) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Western Coalfields Ltd. and their workmen, received by the Central Government on 18/07/2014.

[No. L-22012/126/1989-IR (C-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/210/89**

SHRI R. B. PATLE, Presiding Officer

Shri Lakhan, S/o Nattoo,  
Through Shri D.N. Tripathi,  
Mining Sirdar, Damua Colliery,  
Post Damua,  
Distt. Chhindwara . . . Workman

#### Versus

Manager,  
Rakhikol Colliery of WCL,  
Post Rakhikol,  
Distt. Chhindwara . . . Management

#### AWARD

Passed on this 16th day of June, 2014

1. As per letter dated 18-10-89 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-22012(126)/89-IR(Coal-II). The dispute under reference relates to :

“Whether the action of the management of Rakhikol Colliery of M/s. WCL in dismissing Shri Lakhan S/o

Nattoo w.e.f. 13-4-85 is justified? If not, to what relief the workman concerned is entitled ?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 2/4 to 2/8. Case of Ist party workman is that he was working on post of Wagon loader in Hirdya Garh Siding. Since many years, he was transferred to Damua Colliery and thereafter Rakhikol colliery in 1983. That he was doing job of wagon loader. He was performing work at surface. He was appointed as Wagon loader in WCL After his transfer, he was ordered to work as tub loader in underground. He was designated in Group V-A in job description. Chargesheet was issued by Manager on 25-9-84 alleging unauthorized absence more than 10 days. Mr. A. Sarkar Dy. Colliery Manager was appointed Enquiry Officer. No notice was issued to workman by Enquiry Officer. His services were terminated by order dated 13-5-85. That he was appointed in Hirdya Garh siding in 1973. He rendered continuous service in WCL for more than 10 years. He was transferred to Damua and Rakhikol Colliery. Management denied the status of regular workman. He was stated as casual mazdoor. Thus right of workman were violated by management. Workman further submits that he was treated as casual tub loader and badly tub loader contrary to the classification of workman in standing orders. The casual and badly mazdoor are not liable for transfer to other places. That his services were terminated without following principles of natural justice. After completion of six months continuous service, he was not accorded status of temporary employees. He also submitted that he was working more than 10 years. Said period was not calculated. His services are terminated in violation of Section 25-F of I.D. Act. he claims to be workman under Section 25 B of I.D. Act. his services were not regularized. On such ground, workman is praying for reinstatement with consequential benefits.

3. IInd party filed Written Statement at Page 4/1 to 4/3. IInd party submits that workman was casual wagon loader. He joined at Rakhikol Colliery during December 1982. Since his joining at Rakhikol Colliery, he was irregular in attendance. He was in habit of remaining absent without permission of Competent Authority. In 1983, he worked for 98 days, in 1984 for 96 days and in 1985 for 14 days. Workman was not interested in working. His attendance was poor. As workman was casual badly tub loader, he was paid wages for work performed by him. The contract of appointment came to end every day. Workman was irregular in attendance, he was repeatedly warned to be punctual in attendance. Casual/ badli is not regular employee. The appointment is casual in nature. In absence of regular employee, casual employees are allowed to work. That there is no termination of service contemplated under reference. The name of workman was removed from list as he was regular employee. The name of employee not required in attendance cannot be continued in the list.

Workman was not permanent employee. There was no necessity of issuing chargesheet or holding enquiry. That workman had not completed one year continuous service therefore issuing chargesheet and holding enquiry was not necessary. IInd party prayed for permission to prove allegations leading evidence. IInd party prayed for rejection of the claim.

4. Workman filed rejoinder at Page 10/1 to 10/2 reiterating his contentions in statement of claim that his services were terminated in violation of principles of natural justice. His services were not transferrable.

5. Vide order dated 20-6-2012, my predecessor held that it was essential to prove misconduct before taking any action by management. Management was directed to lead evidence to prove misconduct before Tribunal accordingly findings were recorded on issues.

6. Considering above findings and pleadings between parties, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i) Whether the action of the management of Rakhikol Colliery of M/S WCL in dismissing Shri Lakhan S/o Nattoo w.e.f. 13-4-85 is justified?	In Negative
(ii) If not, what relief the workman is entitled to ?"	As per final order.

### REASONS

7. As per order dated 20-6-2012, my predecessor has found that the enquiry was essential to prove misconduct before taking any action by management. Management was directed to lead evidence to prove misconduct before Tribunal. However the management did not adduce any evidence rather as per application dated 30-10-13, management of IInd party has sought permission to adopt evidence already on record. However attendance of workman was 98 days in 1983, 96 days in 1984 and 14 days in 1985. In view of directions vide order dated 20-6-12. In view of directions vide order dated 20-6-12 by my predecessor, no fresh evidence is adduced to prove misconduct part of workman. No chargesheet was issued to workman though enquiry is conducted against him. The documents produced by workman Exhibit W-1 shows his name was recorded in Form B Register. Date of joining service was shown 13-5-78 and date of termination is 13-5-85. Document Exhibit W-2 shows intimation was given to workman about appointment of Enquiry officer in respect of chargesheet issued on 25-9-84. Document Exhibit W-3 is the office order dated 13-5-84. That certain employees

including workmen were irregular in service. The attendance of workman was 96 days in 1984. Document Exhibit W-4 shows attendance of workman was 98 days in 1983, 96 days in 1984 and 14 days in 1985. Evidence earlier adduced by IInd party management of witness Shri Rajaram Yadav, Attendance clerk is on the point of attendance of workman in 1983, 84 & 85. In his cross-examination management witness says Lalchand was badli casual labour. That when regular employee remains absence, other labour is engaged in his place as casual worker. The evidence of above witness of management doesnot speak about unauthorized absence of workman. The evidence of other management's witness K.Raja Prabhakaran is on the point of Ist party workman filing application for production of documents, transfer order from Hirday Siding to Rakhikol colliery etc. in his cross-examination said witness of management says casual labour is not liable for transfer. Temporary worker is not shown in standing orders. The casual workers can do the work of permanent nature in absence of permanent workman.

8. Workman had filed affidavit of his evidence stating that he was working as wagon loader in WCL, Hirday Garh Siding from 1973. From 13-5-98, he was working as permanent employee. On 20-2-82, he was transferred to Hirday Garh siding. From 13-4-85, he was not allowed to work. Workman remained absent and was not available for his cross-examination. As per directions in order dated 20-6-12, management was directed to lead evidence to prove misconduct alleged against workman. However IInd party has not adduced any fresh evidence. The earlier evidence is adopted. The earlier evidence discussed above doesnot spell out any kind of unauthorised absence on conduct of workman. Therefore action of discontinuing workman from work without issuing chargesheet or holding enquiry is illegal. For above reasons, I record my finding in Point No. 1 in Negative.

9. **Point No. 2-** in view of my finding in Point No.1 that action of the management not allowing workman to work from April 1985 amounts to termination of his services without issuing chargesheet or holding enquiry is illegal, question arises whether the workman is entitled for reinstatement with back wages.

10. The workman not appeared for his cross-examination. Affidavit of his evidence shows that he was not allowed to work from 13-4-85. He was not granted leave during January and February 85. The evidence of management's witness is silent about the workman is in any kind of gainful employment the dispute is pending since long period. The age of workman is shown 45 years in affidavit of his evidence filed in the year 2001. In Form B register Exhibit W-1, workman was appointed in 13-5-78, termination of workman from service is illegal. Considering the facts appearing from evidence, workman deserves to

be reinstated with 30 % wages from date of termination i.e. from 13-4-85 till date of superannuation. Accordingly I record my finding in Point No.2.

11. In the result, award is passed as under :

- (1) The action of the management of Rakhikol Colliery of M/S WCL in dismissing Shri Lakhan S/o Nattoo w.e.f. 13-4-85 is illegal.
- (2) IInd party is directed to reinstate workman with continuity of service with 30 % wages.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2094.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 32/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[ सं. एल-22012/295/1990-आईआर (सीएम-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2094.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 32/91) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Western Coalfields Ltd. and their workmen, received by the Central Government on 18/07/2014.

[No. L-22012/295/1990-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/32/91

SHRI R. B. PATLE, Presiding Officer

General Secretary,  
Laljhanda Coal Mines Mazdoor Union (CITU),  
Damua, Po Damua,  
Distt. Chhindwara . . . Workman/Union

#### Versus

Manager,  
Rakhikol Colliery of WCL,  
PO Rakhikol via Damua,  
Distt. Chhindwara (MP) . . . Management

#### AWARD

Passed on this 18th day of June, 2014

1. As per letter dated 20-2-91 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012(295)/90-IR(C-II). The dispute under reference relates to :

“ Whether the action of the management of Rakhikol Colliery of WCL in stopping/ dismissing Shri Premlal, S/o Garjan, Clipman of Rakhikol Colliery from the services w.e.f. 12-6-89 is legal and justified? If not, to what relief the workman concerned is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party Union filed statement of claim at page 2/1 to 2/6. Case of Ist party workman is that chargesheet was issued to him on 5-4-89 for habitual absence. Enquiry was vitiated on various grounds. Chargesheet was vague. Enquiry proceedings recorded were illegible. Workman was not given opportunity to cross-examine. Chargesheet was vague. Workman had suffered injuries. He had approached Medical Officer of Rakhikol Colliery. The charge of absenteeism was not established. The punishment of removal was illegal.

3. IInd party filed Written Statement at Page 6/1 to 6/8. IInd party submitted that Union was not registered. It has no locus to represent the employee. The order of reference is not legal. The chargesheet was issued to Premlal, Durjan enumerating details of absence. Chargesheet was clear about absence for more than 10 days. Enquiry was conducted as per rules. Both the sides tendered evidence. Then enquiry was closed. Principles of natural justice were followed. Habitual absenteeism of workman was proved. Punishment was imposed. It is denied that chargesheet was vague and Enquiry Proceedings were not legible. IInd party prayed for rejection of claim.

4. Union filed rejoinder at Page 9/1 to 9/4 reiterating its contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as



under. My findings are recorded against each of them for the reasons as below :

(i) Whether the action of the management of Rakhikol Colliery of WCL in stopping/dismissing Shri Premlal, S/o Garjan, Clipman of Rakhikol colliery from the services w.e.f. 12-6-89 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to relief claimed.

### REASONS

6. As per order dated 12-2-2014, enquiry conducted against workman is found legal and proper. Workman has not participated in reference proceeding. No evidence is adduced on other issues. The record of Enquiry Proceeding is produced. There is evidence that workman was absent from duties. He was present 9 days during January to March 1987, 16 days in April to June 87, 14 days from July to Sept-87, 51 days up to December 1987 his attendance in 1988 is also shown in Ist quarter- 30 days, in 2nd quarter- 23 days, in 3rd quarter- 43 days, in last quarter-19 days. Statement of workman was also recorded. Considering the evidence in Enquiry Proceedings, charges of unauthorized absence are supported by evidence. The workman did not participated in reference proceedings. No evidence is adduced. Therefore I record my finding in Point No.1 in Affirmative.

7. In the result, award is passed as under-

- (1) The action of the management of Rakhikol Colliery of WCL in stopping/ dismissing Shri Premlal, S/o Garjan, Clipman of Rakhikol Colliery from the services w.e.f. 12-6-89 is legal.
- (2) Workman is not entitled to relief claimed by him.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2095.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 311/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[सं. एल-22012/50/1995-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2095.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 311/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of FCI and their workmen, received by the Central Government on 18/07/2014.

[No. L-22012/50/1995-IR (C-II)]

B. M. PATNAIK, Desk Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/311/97**

SHRI R. B. PATLE, Presiding Officer

Shri Anil Kumar Dhopte,  
C/o Shri Mahesh Prasad Gorakh,  
Ramdas Nagar,  
Shivji Marg Tikrapara,  
Distt. Bilaspur (MP)

... Workman

### Versus

District Manager,  
Food Corporation of India,  
Near CMD College,  
Bilaspur

... Management

### AWARD

Passed on this 27th day of June, 2014

1. As per letter dated 12-11-97 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-22012/50/95-IR (C-II). The dispute under reference relates to:

“ Whether the demand of Shri Anil Kumar Dhopte and 19 other casual workers (list enclosed) of FSD/ FCI Bilaspur for regularisation of their services in FCI is legal and justified? If so, to what relief are the workmen entitled and from which date ?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed Statement of claim at Page 2/1 to 2/14. Ist party workman submits that IInd party is running godown over 15.25 acre and 5.57 acres area. The total capacity of godown is 37000MTs. The FCI is engaging different regular employees for managing the godowns. The employees included Khalasi, watchman, Dusting Operator, Shifter, Sweeper, Picker etc. it is submitted that those 20 workmen were engaged for various



kinds of jobs of stickers, dusting operators, shifters, sweepers and peon-cum-messengers. The work is of perennial nature. The details of work performed by them are given extensively in Para-8 of statement of claim. The workman used to carry fumigation covers, cap covers and put them on the good grain stacks and vice versa. That they were working with Shri Suresh Chand Contractor from 1976 to 78, PrabhudayalAgrawal contractor from 1979 to 1981, Deepak Chand Garg contractor from 10-9-81 to 30-9-83, FCI directly from 1-10-83 to 22-3-84, Pramodchand Khandelwal contractor from 23-3-84 to 8-8-84, FCI directly from 9-8-84 to 12-3-85, Roopchand and Sunilchand & Co. contractor from 13-3-85 to 17-3-87 & Vijay Kumar contractor from 18-3-87 to 18-2-89. These workmen were working under mate system from Sept.89 to December 1994 and working under Direct Payment system from January 1994 onwards. That the volume of regular work in the depot godowns 10 giant size godowns handling about 4 lac bags, the depot is enjoying railway siding. The Headquarter having no rail head, FCI had obtained services of those workers regularly through contractor, mate system, direct payment system etc. that the engagement of those workers against perennial work, the contract system, mate system are to deny regularization.

3. Workmen have referred to judgment in Miscellaneous Petition No. 3275/86 by MP High Court Jabalpur in Writ Petition No. 2327 of 1981 by Bombay High Court, Nagpur bench. All the workmen submits that they were performing duty with FCI. The work is of perennial nature. That they are claiming regularization contending that the regularization means that fixing these workmen in the Grade IV posts of General Administrative cadre as the FCI Staff Regulation 1971. That those workmen were getting wages between 21 to 66 Rs. Per day during 1989 to 1996 whereas Grade IV workers of FCI were getting pay Rs.1827 to Rs.5064/- during 1989 to 1996.

4. It is submitted that management's agreement with Union have no shelter for FCI to violate fabric of labour laws. Such agreements violate the laws of the land as well as judgments of Apex Court and High Courts. That the mate system, direct payment systems were invented to deny benefit of regularization by IInd party. On such contentions, Ist party workman prays for regularization as Grade-IV employees.

5. IInd party filed Written Statement at page 6/1 to 6/15. It is submitted that FCI is established under Act of parliament. FCI is performing handling operations and workers in depot at Bilaspur. The handling and transport contractors were appointed time to time. Ist party workman were not appointed by IInd party. They were engaged by contractor. There is no relationship of employer employee with Ist party workman as per demand of labours Union agreement dated 26-9-89 with FCI, mate system was introduced since 27-9-89. The applicant workers and Union

demand departmentalization of labours and made system. As per notification dated 1-11-90, employment of contract labour was prohibited. The agreement dated 12-4-91 signed between management and Union in direct employment of labours was introduced. IInd party submits that Ist party are not workman under Section 2(s) of I.D.Act. The demand of Union about the departmentalization was referred to National Industrial Tribunal Bombay recorded over by Justice Khatri. Said dispute pertains to denial of wages and other benefits on par with departmental workers in 65 depots in India. IInd party submits that settlement out of court was reached and it was agreed to withdraw said reference. Said dispute is no more in existence. That as per agreement dated 1-11-94, mate system workers were upgraded. Reference was disposed off. IInd party submits that it amounts to resjudicata. Ist party workman has no locus to raise present dispute.

6. IInd party further contented that the employees stated in statement of claim were not engaged. The number and categories of employees engaged by IInd party are given in Para-4. That the contractors were engaging labours from open market. Ist party are not appointed by IInd party. Mate system was introduced at Bilaspur depot from 27-9-89. Mate system was continued till 31-12-93. Direct payment system was introduced from 1-1-1994. There was upgradation of labours engaged in direct payment system. That Class-IV employees of FCI are entirely different from labour section. Category IV employees of FCI are covered under FCI Staff Regulation 1971. The labours are extended wages and fringe benefits as per memorandum of settlement. There is no question of comparing by Class-IV employees of FCI. Workman cannot be granted said pay scales. Ist party workmen are presently working under direct payment system. Ancillary labours Class IV employees are covered by staff regulations 1979 and there is no direct payment system. On such contentions IInd party prays for rejection of claim.

7. Ist party workman filed rejoinder at Page 7/1 to 7/7. In rejoinder Ist party has contended on representation on review submitted on 28-2-96. That workman are performing perennial jobs. That contract sysem was introduced to exploit workers. FCI is engaging new contractors for exploiting workers. Agreement dated 26-9-89 has no locus as direct system has been abolished by law. The work of Ist party workman was supervised by staff of FCI. The wages were paid to him by FCI Staff. They claimed to be regular working with FCI. They have been discriminated by IInd party. Management in spite of regularizing their services was introduced with mala fide intention . on such ground, Ist party claims for regularization.

8. Management filed reply to rejoinder at Page 9/1 to 9/10 reiterating its contentions in Written Statement.

9. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand of Shri Anil Kumar Dhopte and 19 other casual workers (list enclosed) of FSD/FCI Bilaspur for regularisation of their services in FCI is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	As per final order.

### REASONS

10. The substance of the claim of workman is that they were working under contractors and sometimes directly with FCI, Jabalpur. They were performing perennial job. They were exploited. They have been discriminated not regularizing their services by IInd party. Those contentions of workmen are denied by IInd party management. The affidavit of evidence are filed by Shri Anil Kumar Dhopte and Harinarayan Thakur supporting claim of workman. Affidavit filed by Shri Anil Kumar had given details of period of working of workman in para-4. Workmen were working in FCI Bilaspur depot since April 72 to 74, 77, 78, 79, 80, 82. They have also narrated detail of working in Para-5. That in beginning they were doing jobs as workers of contractors under direct supervision of staff and officers. FCI used to directly make payments. The period of different contractors given in para-6 of affidavit that after abolition of contract system, few workers are also leaders of Union discriminated as mate. After abolition of contract system, normal course should have been regularizing their services by departmentalization in FCI. Again from January 1994 they were deprived regularization status introducing direct payment system. They continued to do some jobs under supervision of FCI officers and staff. In cross-examination of Anil Kumar, it is not challenged. In his cross-examination, witness says that from 1977 he was working in FCI, he was working under contractor Shri Sureshchand Contractor, Prabhudayal Agrawal contractor & Deepak Chand Garg. Thereafter he was working under FCI from October 83 to 22-3-84. Earlier the payments were made by contractor. That he was required to open and close shutters of the godowns. He denies that he was working under contractors named in his evidence. In cross-examination of witness Harinarayan Thakur, he says from 1980, he was working under contract Prabhudayal Agrawal. He was opening and closing shutter. He was collecting and stitching the food grains. Recently FCI is making monthly payments to me. He denies that he

was engaged only for 2-3 months. Evidence of witness No. 2 Hari Narayan Thakur is on the point of his details of his working of carrying fumigation covers, cap covers and put them on food grains stacks etc. detailed evidence about working under direct payment system is not challenged in cross-examination.

11. The evidence of management's witness Shri Dilip Kumar Sethi supported contentions of management of labours working under contractors, mate system, Direct payment system. In evidence of management's witness in cross-examination shows that working hours of permanent employee and those workmen is same from 10 AM to 5.30 PM. He was unable to tell since when workman was working in FCI. Workmen are working under direct payment system. Prior to 17-3-89, contract system was followed in FCI. FCI did not verify labours engaged by contractors. He claims ignorance about workmen working with contractors in 1989 or after introduction of made system. The evidence of management's witness on rest of points remained unshattered.

12. It is clear from evidence of both sides that all workmen are working in FCI godowns at Jabalpur since long time. Initially they were working under contractors. Thereafter under mate system, direct payment system. The evidence on record shows that the job workmen are doing is of perennial nature. They are continuously working since 1977, 78, 79 and so onwards.

13. The documents produced by parties needs to be considered. Workman produced document Exhibit W-1 to W-21. Exhibit W-1 is copy of order of reference, W-2 is copy of letter by Dy. District Manager to counsel of Ist party Shri P.K. Moitra and S.K. Rao. those documents have no bearing to the controversy between parties. Exhibit W-3 is copy of notification about various kinds of posts sanctioned for FCI godown. Documents Exhibit W-4 to W-7 are circulars about working of Shri Anil Kumar Dhopte, Harinarayan Thakur, Yadav with FCI depot during 1984 to 1985. Exhibit W-9 to 15 are copies of PF slips of Santosh Pandey, Shankarlal, Uttam Manekar, Geetabai Rajak, Iqbal Khan, Santosh Kumar, Firturamyadav. Exhibit W-16 is letter sent by Asstt. Manager to District Manager of the depot about handling work of casual employees under handling and transport contractors. Those documents corroborate that Ist party employees were working with IInd party. Payment slips of Shri Anil Kumar Dhopte, Harinarayan Thakur G. Venkat Rao, Sadbai Satnami, Manharanlal Yadv are produced at Exhibit W-17 to 21.

14. Management of IInd party produced documents Exhibit M-1 minutes of discussion with FCI workers Union. M-2 copy of notification dated 1-11-90 prohibiting contract labours in FCI godown. Exhibit M-3 provides for introduction of direct payment system. The employees

under direct payment system are entitled to benefit of exgratia, bonus under Workmen Compensation Act, weekly off, gratuity, 3 national paid holidays, first aid etc. The documents Exhibit M-4 produced by management provides management agreed to departmentalize on Calcutta Complex pattern, the labourers working presently under Direct system in such depots which were referred by the Union in the National Industrial Tribunal, Bombay on the following terms and conditions. In addition, management also agreed to departmentalize workers of DDs depots at Ambala, Amritsar complex which are to be departmentalise as per list attached as Annexure I. All the workers covered under the NIT Bombay Award dated 1-4-91 shall be departmentalized w.e.f. 1-1-1994. Said document also provides for payment of lumpsum amount Rs. 25000/- to employees retiring during 1988 to 1994, 10,000/- to employees retiring from January 95 to December 95 & Rs. 5000/- to employees retiring during January to December 1996. Exhibit M-5 is circular dated 6-12-94 for upgradation of the workers under direct payment system. Exhibit M-6 is copy of circular dated 5-12-96 about upgradation of workers under direct payment system. The rates of wages are provided Rs. 71/- to Sirdar, 67/- to Mandal, 65/- to Handling labour and 55 to ancillary labour. Jabalpur depot from MP is included in said document. Exhibit M-7 is letter dated 15-12-89 about submission of bio data form of 173 workers, the list is accompanied with document. Exhibit M-8 is copy of letter given by Depot Manager to employees. Document M-9 to M-20 relates to different workmen issued to authorities. Exhibit M-21 is copy of circular dated 5-12-94. Particularly document Exhibit M-4 clearly provides for departmentalization of workers covered under award by NIT, Bombay dated 1-4-1991. The said reference related to dispute of employees working in 65 depots all over India. I find no logical reason why such benefit of departmentalization was not extended to the workmen. The employees working in different depot cannot be discriminated.

15. One more point needs to be discussed. Reference relates to claim of regularization of workmen. However in their statement of claim, they are claiming pay for grade for employees of IIInd party. The reference doesnot clearly includes said dispute. The claim for regularization of workman is supported from documents discussed above. Learned counsel for Ist party Shri Praveen Yadav has produced copy of award passed in R/ 16/94 by my predecessor. However the dispute under reference was not identical. The dispute under said award pertains to Whether the demand raised by Shri Dinanath Dubey, Representative of workmen of the 15 gangs working at Rampur Depot of FCI, Jabalpur in demanding their services should be deemed with FCI and wages fixed at the piece rate should be distributed only between the workman working along with the gang including sardars

and their transfers should be made on the guidelines prescribed for FCI and not on the recommendation of FCI workers Union is justified? The reference is entirely different under said award therefore it would not be wise for me to rely said judgment for any purpose. To conclude the evidence of workman about performing perennial job in FCI working under contractor, mate system, direct payment system. However they were performing jobs of FCI Godowns, contract system has been abolished as per notification of 1990. Workman therefore becomes employees of FCI. As per Exhibit M-4, the FCI had agreed to departmentalise employees in 16 depots. There is no justification to deny such facilities to employees working in other depots. Therefore the claim of Ist party workman for regularization of their service is justified. For above reasons, I record my finding in Point No.1 in Affirmative.

16. In the result, award is passed as under:-

- (1) The demand of Shri Anil Kumar Dhopte and 19 other casual workers (list enclosed) of FSD/FCI Bilaspur for regularisation of their services in FCI is legal and justified.
- (2) IInd party is directed to consider regularization of services of 20 casual workers namely Shri Anil Kumar Dhopte, Hari Narayan Thakur, Manharanlal Yadav, Saiyyad Iqbal, Ballaram sahu, G. Venkat Rao, Santosh Kumar Pandey, Uttam Manekar, Santosh Kumar Sharma, Bhagela Singh Gond, Feruram Tiwari, Firtu Ram Yadav, Santosh kumar Vaselian, Shankarlal Awasthi, Harishankar Vishwakarma, Sadbai satnami, Kaushalyabai Maravi, Geetabai Rajak, Lakshmibai Sahu & Kumaribai Binkar from date of order of reference i.e. 12-11-97. The consequential benefits also be paid to the workmen within 30 days from the date of notification of award.

17. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2096.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 88/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[सं. एल-22012/42/1996-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2096.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 88/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of South Eastern Coalfields Limited and their workmen, which was received by the Central Government on 18/07/2014.

[No. L-22012/42/1996-IR (C-II)]

B. M. PATNAIK, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

**NO. CGIT/LC/R/88/97**

SHRIR. B. PATLE, Presiding Officer

President,

M.P. Koyla Mazdoor Sabha (HMS),

Chirimiri area, Post Haldibda,

Distt. Surguja (MP)

... Workman/Union

**Versus**

Sub Area Manager,

South Eastern Coalfields Ltd.,

Kumda sub Area,

Post Kumda colliery,

Distt. Surguja (MP)

... Management

**AWARD**

Passed on this 17th day of June 2014

1. As per letter dated 14-3-97 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-22012/42/96-IR(C-II). The dispute under reference relates to:

“ Whether the action of the Sub Area Manager, Kumda Sub Area of Bisrampur Area of SECL in retiring Shri Sudhairam S/o Shri Dhirsai Timber Setter, category V Kumda 1 & 2 mines w.e.f. 31-5-93 is legal and justified? If not, to what relief the concerned workman is entitled ?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at page 3/1 to 3/5. Case of workman is that he was initially appointed on post of Mazdoor Cat-I on 1-6-63. At the time of entering in service, his date of birth was recorded 1-6-38 in form B register. The age of superannuation of employees in industry is 60 years. As such his date of

birth was 1-6-38. He was falsely retired on 31-5-93 by IInd party. He was retired prematurely 5 years before the date of superannuation. He raised dispute before ALC. After failure report, dispute has been referred. Workman submits that he was prematurely retired before 5 years on 31-5-93. His date of birth is 1-6-38. The date of his superannuation did not come in 1998. The premature retirement amount to retrenchment in violation of Section 25-F. On such ground workman submits that his retirement is illegal and liable to be set-aside. He prays for his reinstatement with consequential benefits.

3. IInd party filed Written Statement at page 5/1 to 5/2. IInd party denies claim of workman. It is submitted that as per form B register, date of birth of workman is 31-5-33. Workman was appointed on 1-6-63. The superannuation in coal industry is 60 years. Accordingly the workman was retired on 31-5-93. It is denied that the date of birth of workman is 1-6-38. It is denied that workman was prematurely retired before 5 years. IInd party prays for rejection of claim.

4. Workman has filed rejoinder at Page 13/1 to 13/4 reiterating his contentions in statement of claim. That his date of birth was 31-5-33. At the time of joining service on 1-6-63, his age was 25 years. As per the service rules prevailing persons below 26 years were given appointments. As such age of workman was less than 26 years in 1963. If date of birth alleged by IInd party is accepted, age of workman at the time of initial appointment would be 30 years and he could not be appointed.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i) Whether the action of the Sub Area Manager, Kumda Sub Area of Bisrampur Area of SECL in retiring Shri Sudhairam S/o Shri Dhirsai Timber Setter, category V Kumda 1 & 2 mines w.e.f. 31-5-93 is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?”	As per final order.

**REASONS**

6. Workman is contending that his date of birth is 1-6-38. He was prematurely retired before 5 years of age of superannuation. His date of birth is 1-6-38 and not 31-5-33. All those contentions of workman are denied by management.



7. Workman has not adduced evidence. His evidence is closed on 14-12-2011. Management filed affidavit of evidence of Personnel Manager Shri B.C.Sethi in support of contentions of management that date of birth of workman is 31-5-33 recorded in Form B register. Workman was retired after attaining age of 60 years. In his further evidence, management's witness has produced copy of Form B Register Exhibit M-1 and notice of retirement Exhibit M-2. The evidence of management witness remained unchallenged. The document Exhibit M-1 copy of Form B register produced by IInd party shows that the date of birth of workman was recorded 9-6-38. It is scoured and new date of birth is recorded 31-5-33. The evidence of management's witness is silent about said scouring out of his date of birth. There is no evidence to show what was the document available with the management for recording date of birth of workman as 31-5-93 in Form B Register. In absence of such evidence date of birth recorded in Form B Register as 31-5-33 cannot be accepted. The claim of workman that his date of birth was 1-6-38 appears correct as the date of birth in Form B register has been scoured out without satisfactory evidence about the correction made in Form B register Exhibit M-1. Therefore the retirement of workman cannot be said legal. For above reasons, I record my finding in Point No.1 in Negative.

8. Point No.2- in view of my finding in Point No.1, the retirement of workman from 31-5-93 accepting his date of birth was 31-5-33 is not legal. The retirement of workman deserves to be set-aside. Question arises to what relief the workman is entitled. The workman has not entered in witness box, no evidence is adduced that workman was in gainful employment or unemployed. No evidence is also adduced by management on above point. Considering both parties have not adduced evidence that workman that workman was in employment or unemployed after retirement, in my considered view workman deserves to be awarded 50 % wages as he has already crossed the age of superannuation assuming his correct date of birth is 1-6-1938. Workman cannot be reinstated in service. 50 % wages from 1-5-93 to 31-5-98 appears appropriate in the circumstances. Accordingly I record my finding in Point No. 2.

9. In the result, award is passed as under:-

- (1) The action of the Sub Area Manager, Kumda Sub Area of Bistrampur Area of SECL in retiring Shri Sudhairam S/o Shri Dhirsai Timber Setter, category V Kumda 1 & 2 mines w.e.f. 31-5-93 is not legal.
- (2) IInd party is directed to pay 50 % wages from 1-5-93 to 31-5-98.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In

case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2097.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार/औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 214/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[सं. एल-22012/97/1999-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2097.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 214/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of South Eastern Coalfields Limited and their workmen, which was received by the Central Government on 18/07/2014.

[No. L-22012/97/1999-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/214/99

SHRI R. B. PATLE, Presiding Officer

Working President,  
Rashtriya Colliery workers Federation,  
PO South Jhagrakhand Colliery,  
Distt. Korea (MP) . . . Workman/Union

#### Versus

Sub Area Manager,  
Duman Hill Sub Area of SECL,  
PO Gethapani,  
Distt. Korea (MP) . . . Management



**AWARD**

Passed on this 16th day of June 2014

1. As per letter dated 20-5-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D.Act, 1947 as per Notification No.L-22012/97/99/IR(CM-II). The dispute under reference relates to :

“Whether the action of the Sub Area Manager, Duman Hill Sub Area of SECL, North Chirimiri Colliery, Post Gellapani, Distt. Korla (MP) in dismissing Sh. Hiramabho Prasad S/o Ramdhari, Underground Munsif of clerical Grade-III at North Chirimiri Colliery w.e.f. 19-5-97 is legal and justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim at page 4/1 to 4/6. Case of workman is that he was employed as underground Munshi clerical Grade III by management of IInd party. Chargesheet was issued to him on 29-5-96 alleging certain misconduct. Enquiry Officer was appointed and conducted enquiry against him and found guilty of the charges. That services of workman were governed by standing orders in respect of SECL, Bilaspur. That as per standing orders competent authority means officers separately nominated by Chairman/director. That such orders were not put on notice board neither sent to Trade Union. As such chargesheet was not issued by competent authority. That Enquiry officer ignored letter given by Shri A.K.Mishra, Sr. Overman dated 11-11-96 expressing that workman did not abuse him. That he ignored his complaint. Enquiry Officer continued to proceed with enquiry with mala fide intention. That Enquiry officer was interested to complete enquiry hurriedly. Management presumed that the workman is interested to prolong the enquiry in spite of the fact that workman submitted sick certificate. Management authorities continued to pressurize the enquiry officer to necessarily hold the workman guilty of charges. Workman submits that charges are not proved. Findings of Enquiry Officer are perverse. Order of dismissal is illegal. Management concocted story of the alleged misconduct dated 18-6-86 whereas complaint submitted by Shri A.K.Mishra on misconduct on 23-5-96. On such ground, workman submits that punishment of dismissal is harsh, principles of natural justice were violated. Workman prays for reinstatement with back wages.

3. IInd party filed Written Statement at Page 5/1 to 5/9. IInd party submits that chargesheet was issued to workman about misbehavior about abusing and assaulting officer. Vide award dated 27-1-88, the reference was answered in favour of management. Chargesheet was issued to workman on 29-6-96. Workman abused and threatened to murder Shri A.K.Mishra. On 28-6-96, he also

threatened and abused A.K.Mishra. enquiry was conducted by Enquiry Officer Shri D.Haldar Personnel Manager. Shri U.S.Singh, Dy. Personnel Manager was appointed as Management Representative. Workman along with co-worker were given opportunity to cross-examine management's witness. The details of the enquiry conducted against workman on various dates are given in written Statement filed by management. Principles of natural justice were followed. Enquiry was conducted as per rules. The misconduct alleged against workman is proved misconduct. IInd party prays for rejection of claim of workman.

4. As per order dated 7-8-2013, enquiry conducted against workman is found legal. Considering above facts and pleadings between parties, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the Sub Area Manager, Duman Hill Sub Area of SECL, North Chirimiri Colliery, Post Gellapani, distt. Korla (MP) in dismissing Sh. Hiramabho Prasad S/o Ramdhari, Underground Munsif of clerical Grade-III at North Chirimiri Colliery w.e.f. 19-5-97 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to relief prayed by him.

**REASONS**

5. As discussed above, the enquiry conducted against workman is found legal as per order dated 7-8-2013, the question remains whether the charges against workman are proved from evidence in Enquiry Proceedings and whether the punishment of dismissal imposed against workman is proper and legal. The record of Enquiry Proceedings is produced at Exhibit M-1. Statement of management's witness Shri A.K.mishra was recorded. He has stated before Enquiry Officer that he was abused and threatened by workman. He was threatened to cut his arms and legs into pieces and would leave him to beg. His evidence in cross-examination is not shattered. His cross-examination shows that he was pressurized to settle the matter amicably. Workman had not accepted in writing his mistake therefore he did not agree to withdraw his complaint. The statements of witnesses of management

Shri Ram Murthy shows that workman had jockingly said it to throw out of his chair if his attendance was wrongly marked. Management witness Ramgopal also stated in his affidavit that he had threatened A.K. Mishra. He was saying that A.K. Mishra and M.T.K. were thieves. They were making money. Thus the findings of Enquiry Officer are supported by evidence of all those witnesses. The findings of Enquiry Officer that misconduct alleged against workman are without evidence and as such evidence cannot be accepted. There is sufficient evidence. The statement of witness Trilok chand also supports the alleged misconduct against workman therefore the evidence of witnesses shown that workman had threatened his superior officer with serious consequences to cause their murder etc. therefore the punishment of dismissal cannot be said disproportionate. So far as documents produced by workman Exhibit M-1 to M-6 are not directly related to the occurrence of the incident to shatter the evidence of the witness of the management. Therefore the action of the management in dismissing service of workman cannot be said illegal. For above reasons, I record my finding in Point No.1 in Affirmative.

6. In the result, award is passed as under:-

- (1) The action of the Sub Area Manager, Duman Hill Sub Area of SECL, North Chirimiri Colliery, Post Gellapani, distt. Korba (MP) in dismissing Shri Hirambo Prasad S/o Ramdhari, Underground Munsif of clerical Grade-III at North Chirimiri Colliery w.e.f. 19-5-97 is legal.

- (2) Workman is not entitled to relief claimed by him.

R.B.PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2098.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 139/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[ सं. एल-22012/482/1999-आई आर (सीएम-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2098.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 139/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the

Industrial Dispute between the management of South Eastern Coalfields Limited and their workmen, received by the Central Government on 18/07/2014.

[No. L-22012/482/1999-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/139/2000

SHRI R. B. PATLE, Presiding Officer

The Vice President,  
Madhya Pradesh Koyla Shramik Sangh (CITU),  
Qr. No.M/192, Pump house,  
PPO Korba Colliery,  
Korba (MP) . . . Workman/Union

#### Versus

Chief General Manager,  
SECL, Kusmunda Project,  
PO Kusmunda, Distt. Korba,  
Korba (MP) . . . Management

#### AWARD

Passed on this 25th day of June 2014

1. As per letter dated 13-7-2000 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012/482/99/IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of Kusmunda Area of SECL in denying the promotion to Shri R.K.Kesharwani, V.N. Vishwakarma, V.K. Soni, Ramchandrarathod and R.K. Patel to the post of EP Fitter Grade-I w.e.f. 1-5-95 is justified? If not, to what relief the workmen are entitled?”

2. After receiving reference, notices were issued to the parties. Ist party Union submitted statement of claim at Page 2/1 to 2/4. Union submits that Shri R.K. Keshawani, V.K. Soni, V.N. Vishwakarma, Ramadhar Rathore and 12 others were initially appointed as Category I after completion of ITI Training and apprenticeship at SECL Kusmunda Project in 1983, they were promoted from Category I to Category II to EPGH. Meanwhile management of SECL Kusmunda illegally appointed Shri Kamraj Patra, A.K. Biswas and S.C.Sarangi directly in Category II from

4-2-84, 15-2-84. Those direct employees were promoted from Cat-II to EPGH from 1-3-87 within 9 months 11 days. They were promoted in Grade III w.e.f. 9-3-88. That Shri R.K.Keshwawani, V.K.Soni, V.N.Vishwakarma, Ramadhar Rathore and 12 others were superseded in promotion from EPGH to Grade-III. The details about appointment and promotion is given in Para-3 of statement of claim.

3. That MPKSS(CITU) Union has raised dispute before ALC, Bilaspur on 9-3-91. The dispute was settled in conciliation proceeding on 21-8-91. That as per notification dated 12-3-92, reference was made to CGIT. During course of discussion with SECL on 10-5-95, the dispute was settled. Union agreed to withdraw R/95/91. It is submitted that management accepted to give notional seniority w.e.f. 2-4-92 with notional fixation to the post of E.P.Fitter Grade-II to Shri R.K.Keshwawani, V.K.Soni, V.N.Vishwakarma, Ramadhar Rathore. Said settlement was not implemented by management. He further submitted that management of SECL promoted Kamraj Patra and S.C.Sarangee from Grade-II to Grade I w.e.f. 1-5-95 giving benefits to difference of wages.

4. IInd party filed Written Statement at Page 6/1 to 6/2. IInd party did not dispute that Shri Kamraj Patra, A.K.Biswas and S.C.Sarangi were appointed directly in Category II after holding campus interview from Malajkhand Copper project. However it is denied that those direct employees were promoted illegally. It is submitted that promotion were given as cadre scheme. It is denied that Shri R.K.Keshwawani, V.K.Soni, V.N.Vishwakarma, Ramadhar Rathore and 12 others were superseded. It is submitted that they were promoted in Category II after holding campus interview and in consideration of past experience. That earlier dispute was referred to CGIT Jabalpur for adjudication. Dispute was settled outside. It is denied that workman involved in the case are not party to the settlement. It is submitted that the claimants could not be promoted to EP Fitter Grade by DPC in July 1995. They are not eligible for promotion. It is further submitted that Shri R.K.Keshwawani and others are not senior to Shri Kamraj Patra and others. On such ground, IInd party prays for rejection of claim.

5. Ist party Union filed rejoinder at Page 9/1 to 9/3 reiterating its contentions in statement of claim that feeder post for promotion of EP Fitter Grade-III is EPGH. Workman who were senior as DPGH ought to have been promoted to EP Fitter Grade III before promotion of their juniors. Management illegally superseded those workmen without any reason. Workmen were successively superseded. Then juniors were promoted to EP Fitter Grade II on 1-4-92.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :

(i)	Whether the action of the management of Kusmunda Area of SECL in denying the promotion to Shri R. K. Kesharwani, V. N. Vishwakarma, V. K. Soni, Ramchandar Rathod and R. K. Patel to the post of EP Fitter Grade-I w.e.f. 1-5-95 is justified ?	Action of denial of promotion to DP Fitter Grade-I to Shri V.K.Soni is not legal.
(ii)	If not, what relief the workman is entitled to?"	As per final order.

### REASONS

7. Present dispute relates to denial of promotion to the post of EP Fitter Grade I to Shri R.K.Kesharwani, V.N.Vishwakarma, V.K.Soni, Ramchandar Rathod and R.K.Patel. However only Shri V.K.Soni has participated in the reference proceeding. Other employees have not participated. In his affidavit of evidence, Shri V.K.Soni has stated that IInd party No.2 to 4 are junior to him. They were promoted as E.P.Fitter Grade II on 2-4-92. Dispute is raised in R/53/92. He was given promotion to EP Fitter Grade-II from 2-4-92 as per settlement. He has stated about the channel of promotion from Category II to EPGH. He was promoted to post of EPGH on 2-12-1986. Shri Kamraj Patra was promoted on 1-3-87. Mr. V.K.soni was promoted on 9-3-88. The award passed in R/13/92 is produced. Document Exhibit W-1 shows Shri R.K.Kesharwani, V.N.Vishwakarma, V.K.Soni, Ramchandar Rathod and R.K.Patel were give notional seniority from 2-4-92. The award is produced at Exhibit W-2. All those employees were given notional seniority from 2-4-92. Shri V.K.Soni has produced certificates of completing apprentice certificate Exhibit W-4, national trade certificate W-5. Management's witness Shri P.V.Satyanarayana in his cross examination says that copy of rules regarding to the promotion is not produced. He also says that he cannot produce rules about recruitment promotion and seniority. In Para-15 of his affidavit, date of promotion to DPGH is not stated. Shri Patra was promoted as foreman. As per order dated 31-3-10, he has retired from service. That direct employees were concerned with irrigation project. The evidence on record shows that management of IInd part has shown favour to the direct recruits and Shri V.K.Soni has been superseded. Other employees have not participated in reference proceeding therefore their grievance could not be decided in the reference. For reasons discussed above, it is proved that Shri V.K.Soni has been superseded.

8. Learned counsel for workman Shri S.K.Mishra relies on ratio held in

Case of National fertilizers Limited and another versus Rajvendra Singh Chauhan and others reported in

2011(1)M.P.H.T 256(DB). Their Lordship of Divisional Bench of Gwalior Bench of MP High Court considering Respondents No.2,3 despite being junior to Respondent No.1 were promoted as Senior Technician. Labour Court directed petitioners to promote respondent No.1 from the date prior to promotion of respondent Nos. 2 & 3 and to pay difference of wages. Their Lordship held direction for promotion is justified in peculiar facts and circumstances of the case. Respondent No.1 was victimized by promoting respondent No. 2, 3 prior to respondent No.1.

In present case, management has superseded Shri V.K.Soni and promoted direct employees Shri Kamraj Patra, A.K.Biswas and S.C.Sarangi in Grade I from 1-5-95. Therefore Ist party workman Shri V.K.Soni is entitled to promotion to the post of Grade-I from the date his juniors were promoted. Accordingly I record my finding in Point No.2.

9. In the result, award is passed as under :

- (1) The action of the management of Kusmunda Area of SECL in denying the promotion to Shri V.K.Soni to the post of EP Fitter Grade-I w.e.f. 1-5-95 is not justified.
- (2) IInd party is directed to consider Shri V.K.Soni for promotion to the post of E.P. Fitter Grade-I from 1-5-95 with payment of difference of emoluments.

Action as per above directions be taken by IInd party within two months from the date of publication of award.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2099.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 170/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[ सं. एल-22012/152/1997-आई आर (सी-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2099.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 170/98) of the Central Government Industrial Tribunal-cum-

Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of South Eastern Coalfields Limited and their workmen, received by the Central Government on 18/07/2014.

[No. L-22012/152/1997-IR (C-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/170/98

SHRI R. B. PATLE, Presiding Officer

Secretary,  
Chhattisgarh Swatantra Mazdoor Union,  
Branch Gevra Pariyojna  
Q. No. MD-395,  
Dipika Colony, Post Gevra project,  
Distt. Bilaspur. . . . . Workman/Union

#### Versus

Chief General Manager,  
SECL, Gevra Area,  
Post Gevra project,  
Distt. Bilaspur. . . . . Management

#### AWARD

Passed on this 26th day of June, 2014

1. As per letter dated 30-7-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-22012/152/97-IR(C-II). The dispute under reference relates to:

“ Whether the demand of Chhattisgarh Swatantra Mazdoor Union, Branch Gevra Project, distt. Bilaspur for promotion/upgradation/ regularization of Shri mahettar Das S/o Shri Ghasi Das from time to time in Cat-II to Cat-V of Pump Khalasi/ Operator/ Driver (E&M) Personnel by the management of SECL Gevra Project/ Gevra Area is justified? If so, to what relief the workman is entitled and from which date ?”

2. Workman submitted statement of claim at page 9/1 to 9/3. Case of workman is that he was employed as Khalasi Cat-III with IInd party. He was appointed in 20-8-1973 as loader. He was designated as Category-I. he was appointed in Cat-II before 22-9-77. He was not granted promotion for 20 years. The dispute was raised on 17-11-88, he was transferred from Banki Colliery. He was released on 15-11-88 and reported for duty at korba West



Area on 16-11-88. He further submitted that he was further posted at Civil Section SECL, Gevra Project. After long gap, he was promoted at Category III Pump Khalasi in NCWA-V. Workman prays for his promotion in Category V from 1998.

3. Written Statement filed by IInd party at Page 10/1 to 10/4. IInd party submits that workman was appointed as labor on 22-10-73. He was re-designated as General Mazdoor Cat-I on 12-2-76. The allegation of discrimination are denied. It is denied that workman was re-designated as General Mazdoor Cat-I from General Mazdoor Cat-II. That Gevra Area was found on 1-9-92. The workman was upgraded in Category II as per Cadre Scheme of NCWA upgradation vide order No. 1678 dated 20-8-93. Workman was promoted from Cat-II to III on 1-9-90. The allegation of workman are denied. IInd party prayed for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand of Chhattisgarh Swatantra Mazdoor Union, Branch Gevra Project, distt. Bilaspur for promotion/upgradation/regularization of Shri Mahettar Das S/o Shri Ghasi Das from time to time in Cat-II to Cat-V of Pump Khalasi/ Operator/ Driver (E&M) Personnel by the management of SECL Gevra Project/ Gevra Area is justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to relief claimed by him.

#### REASONS

5. The dispute is raised about denial of promotion of workman to Category V. workman has filed affidavit of his evidence but he failed to appear for cross-examination. Management filed affidavit of evidence of Shri Iqbal Singh but workman failed to cross-examine witness of management. Workman has not participated in the reference proceeding. The affidavit of workman cannot be accepted as he failed to appear for cross-examination. Claim of workman is not supported by cogent evidence. Therefore I record my finding in Point No. in Negative.

6. In the result, award is passed as under :

- (1) The demand of Chhattisgarh Swatantra Mazdoor Union, Branch Gevra Project, distt. Bilaspur for promotion/upgradation/ regularization of Shri Mahettar Das S/o Shri Ghasi Das from time to time in Cat-II to Cat-V of Pump Khalasi/ Operator/ Driver (E&M) Personnel by the management of SECL Gevra Project/ Gevra Area is not legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 जुलाई, 2014

**का.आ. 2100.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 120/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/07/2014 को प्राप्त हुआ था।

[सं. एल-22012/350/1989-आई आर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 18th July, 2014

**S.O. 2100.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 120/90) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Western Coalfields Limited and their workmen, received by the Central Government on 18/07/2014.

[No. L-22012/350/1989-IR (C-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/120/90**

SHRI R. B. PATLE, Presiding Officer

Asstt. Secretary,

R.K.K.M.S(INTUC),

Chamdametia,

Distt. Chhindwara (MP)

... Workman/Union

**Versus**



General Manager,  
WCL, Kanhan Area, Post Dungaria,  
Distt. Chhindwara (MP) . . . Management

### AWARD

Passed on this 19th day of June 2014

1. As per letter dated 24-25/4/90 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-22012/350/89-IR(C-II). The dispute under reference relates to:

“ Whether the action of the General Manager, W.C.Ltd. Kanhan Area, PO Dungaria, Distt. Chhindwara in terminating services of S/Shri Billoo and 59 other workmen of Nandan colliery as per the dates shown against the name of each workman in the attached list as annexure-I is justified? If not, to what relief the workmen concerned are entitled?”

2. After receiving reference, notices were issued to the parties. Ist party Union submitted statement of claim at Page 28 to 38. Case of Union is that employees Billoo and 59 others were initially employed in Nandan Colliery in permanent cadre of Cat-I Mazdoor. They were discharging their duties as permanent employees. List of all those 60 labours with their date of termination is given in Para-6. The misconduct defined under standing orders are also narrated. Union submits that all those employees were never informed about their absence from duties. No chargesheet or showcause notice was issued to them before terminating their services. That those workmen worked 5-10 years with IInd party. Their services were terminated without compliance of Section 25-F of I.D. Act. Termination of their service is illegal. On such grounds Union prays for reinstatement of those 61 employees. It is submitted that those employees were not employed. Therefore they are entitled to full back wages.

3. IInd party management filed Written Statement at Page 21 to 24. Preliminary objection is raised that termination of each employee is on independent facts nothing is common. There could not be common reference. The combined reference is impermissible. That reference is bad as there was no termination of those employees. That out of 59 persons named, 40 employees were engaged on casual basis and when required. Their services came to end at end of the day. That Shri Andhilal Biroo not shown interest to continue in work despite of repeated warnings, he did not performed the job effectively. Chargesheet was issued on 29-9-84, 15-5-85. Departmental enquiry was conducted. Workman accepted allegations against him. His services were terminated after receiving report of the Enquiry Officer. Workman is not entitled to be reinstated with back wages. Identical Written Statement are separately

filed w.r.f. other employees namely Dasharath Dayaram, Chhoottoo. It is contented that the workmen were unauthorisely absent, chargesheet issued to him was replied admitting the absence. Enquiry was conducted as per rules. IInd party prayed for rejection of the claim.

4. Considering affidavits filed by management, enquiry conducted against workman was found legal and proper vide order dated 14-8-2013. The points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- |  |                |
|--|----------------|
| (i) Whether the misconduct alleged against workman by management is proved from evidence in Enquiry Proceedings? | In Affirmative |
| (ii) Whether punishment of termination of employee is legal and proper ?   | In Affirmative |

### REASONS

5. Affidavit is filed by Shri P.K.Tripathi, Personnel Manager and stated that Bhoju was employed as casual worker. He was in habit of remaining absent. Warnings issued to him did not improve his conduct. His attendance was 16 days in 1984, 1 day in 1985. In separate affidavit, P.K.Tripathi stated that Shri Ramdayal was employed as casual labour. He was remaining absent without permission. His attendance was 131 days in 1982, Nil in 1983, 24 days in 1984 & 31 days in 1985. Attendance of Patlu Chudaman was 28 days in 1984 & nil in 1985, attendance of Shri Pitru Mangal was 13 days in 1983, 20 days in 1984 & 4 days in 1985, attendance of Shri Hirachand Bhikari was 68 days in 1983, 34 days in 1984 and Nil in 1985. Similarly said witness has stated working days of Jethu Jogi, Bhadulal Sukhram, Bhetusingh Langdu, Bhaggan Gorksha, Aju Bhaglo Tikaram Mangloo, Khushlal Mangria, Kishanlal Sumarsingh, Shyamoo Ujjan, Shankar chokhey, Manglu Jhamak, Fulbhansa Chhote, Heeralal Ramchand, Gyan Kisnoo, Jhalkoo Jhilpoo, Prabhu Lal Hajjan, Fulsing Dama, Sudelal Pirmoo, Sukhman Kowa, Shyamlal Mangal, Ghansoo Fadali, Jiwanoo Karu, Sammal Hajjan, Gunaram Jangi, Mangal Budal, Baisakhoo Mangloo, Jugarsha Shyamlal, Bishnoo Dorjee, Bbulal Bhaiyalal, Chaitu Fulchand & Lalloo Sobhey. Shri P.K.Tripathi was cross-examined. In his cross-examination he says that the Enquiry Proceedings is produced at Exhibit M-1 to M-1(H). that the delinquent had admitted charges against them. There is no need to cross-examine. The record of Enquiry Proceedings is produced. Enquiry was conducted about unauthorised absence. Any witness is not examined by the Union. Individual employees are also not examined.

I donot find reason to disbelieve evidence in Enquiry Proceedings about unauthorized absence of those employees. Therefore I record my finding on Point No.1 in Affirmative. Considering long unauthorized absence, punishment of dismissal from service cannot be said improper. Therefore I record my finding in Point No.2 in Affirmative.

6. In the result, award is passed as under:-

- (1) The action of the General Manager, W.C.Ltd. Kanhan Area, PO Dungaria, Distt. Chhindwara in terminating services of S/Shri Billoo and 59 other workmen of Nandan Colliery is legal.
- (2) Union is not entitled to relief of reinstatement in respect of any of the employees.

R.B. PATLE, Presiding Officer

नई दिल्ली, 21 जुलाई, 2014

**का.आ. 2101.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंगापुर एअरलाईन्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 36 का 2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/07/2014 को प्राप्त हुआ था।

[सं. एल-11012/31/2012-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st July, 2014

**S.O. 2101.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 36/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singapore Airlines Limited and their workmen, received by the Central Government on 21/07/2014.

[No. L-11012/31/2012-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Friday, the 27th June, 2014

#### PRESENT :

K. P. PRASANNA KUMARI, Presiding Officer

#### Industrial Dispute No. 36/2013

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub- section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of M/s. Singapore Airlines Ltd. and their workman)

#### BETWEEN

The Singapore Airlines : 1st Party/Petitioner  
Limited Staff &  
Officers Union,  
12, Visweswarapuram Street  
Mylapore, Chennai-600004

#### AND

The Managing Director : 2nd Party/Respondent  
M/s. Singapore Airlines Ltd.  
West Minister,  
108, Dr. Radhakrishnan Salai,  
Mylapore Chennai-600074

#### APPEARANCE:

For the 1st Party/Petitioner: M/s. BFS Legal, Advocates

For the 2nd Party/ : M/s. Fox Mandal &  
Respondent Associates, Advocates

#### AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-11012/31/2012-IR (CM-I) dated 18.03.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of M/s. Singapore Airlines Ltd. regarding non-arrival of wage settlement with Singapore Airlines Ltd. Staff and Officers Union, Chennai is legal and justified? To what relief the workmen of the Petitioner Union are entitled to ?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 36/2013 and issued notices to both sides. Both sides have entered appearance through their counsel.

3. The Singapore Airlines Ltd., the Management had approached the High Court of Madras under Article-226 of Constitution of India praying to quash the reference order. Even before Claim Statement was filed, the proceedings before this Tribunal has been stayed by the High Court. The Airlines had sought permission before the High Court to withdraw the Writ Petition and by order

dated 18.06.2014 the High Court had dismissed the Writ Petition as withdrawn.

4. The Airlines and the Petitioner Union had settled the dispute and had entered into a Memorandum of Settlement on 31.05.2014.

5. A copy of the Memorandum of Settlement entered into between the parties has been produced before this Tribunal. The counsel for the petitioner as well as the Management had endorsed stating that an award may be passed on the basis of the Memorandum of Settlement. Accordingly, an award is passed in terms of the Memorandum of Settlement produced. The said Memorandum of Settlement will be a part of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th June, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

#### Witnesses Examined :

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

#### Documents Marked :

#### On the petitioner's side

Ex.No.	Date	Description
N/A		

#### On the Management's side

Ex.No.	Date	Description
N/A		

#### SINGAPORE AIRLINES LTD.

#### MEMORANDUM OF SETTLEMENT

NAMES OF PARTIES : 1. SINGAPORE AIRLINES LIMITED.  
THE WESTMINSTER, 1ST FLOOR 108 DR:  
RADHAKRISHNAN SALAI  
MYLAPORE  
CHENNAI- 600 004

2. SINGAPORE AIRLINES LTD.  
STAFF & OFFICERS UNION  
12, VISWESWARAPURAM  
STREET MYLAPORE  
CHENNAI 600 004

REPRESENTING THE EMPLOYER 1. MR SEAH CHEE CHIAN  
SINGAPORE AIRLINES LTD.  
CHENNAI

REPRESENTING THE EMPLOYEES

2. MR PS SELVAKUMARAN  
GENERAL SECRETARY  
SINGAPORE AIRLINES  
STAFF & OFFICERS UNION  
CHENNAI

#### SHORT RECITAL

That Singapore Airlines Limited (hereinafter referred to as "the Company") received the Charters of Demands dated 03 June 2010 from Singapore Airlines Staff & Officers Union Chennai (hereinafter referred to as "the Association") for and on behalf its members, the employees of Singapore Airlines Limited and Singapore Airlines Cargo Pvt. Ltd. The Company, after making a detailed study of the said demands, invited the Association for negotiations. After holding negotiations on several occasions on the said Charters of Demands, the Company and the Association have arrived at an amicable settlement on the following terms and conditions :

#### 1. PERIOD OF AGREEMENT

1.1 This Agreement shall come into effect on 01 April 2010 and remain in force till 31 March, 2015.

#### 2. GENERAL CONDITIONS OF SERVICE, SALARY, ALLOWANCES AND OTHER BENEFITS

2.1 The general conditions of service, salary and allowances, and other benefits shall be set out in Parts One and Two of the Agreement.

#### PART ONE

#### GENERAL TERMS AND CONDITIONS OF SERVICE

#### 1. EXCLUSIVE SERVICE

1.1 An employee shall not, without the prior written permission of the Company, be engaged in any outside business or be employed in any capacity for any period by any person, government department, statutory board, firm, company or organisation other than the Company.

1.2 If an employee's family member(s) is engaged in any business which has dealings with the Company or any of its subsidiaries that could have the effect of putting the employee in a position of conflict of interest in the discharge of his duties towards the Company, he must inform the Company in writing as soon as possible.

#### 2. PUBLICATIONS, INTERVIEWS, BROADCASTS, ETC.

2.1 The consent of the Company must be obtained before any employee may:

2.1.1 publish, or cause to be published or submit for publication any article, book, letter or photograph;

2.1.2	give any interview or disclose any information for publication;	(ii)	after the first three months of employment: 14 days notice in writing or payment of 14 days salary in lieu of notice; and
2.1.3	broadcast or appear in television programmes;	6.1.2	After confirmation:
2.1.4	deliver any lecture or speech;	(i)	one month's notice in writing or by the payment of one month's salary in lieu of notice.
2.1.5	exhibit or cause to be exhibited any cinematograph film; or any matter which concerns his duties or the business of the Company.	7.	MISCONDUCT/PUNISHMENT/DISMISSAL
2.2	In the case of publication under clauses 2.1.1 to 2.1.5 not concerned with the Company, no mention may be made by the employee of his title or position in the Company, or his connection with the Company.	7.1	Any of the following acts or omissions on the part of any employee shall amount to misconduct;
3	PRIVILEGE TRAVEL	7.1.1	wilful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable order of the superior;
3.1	Employees may apply for privilege travel on the Company services in accordance with the Company regulations in force from time to time.	7.1.2	going on illegal strike or abetting, inciting, instigating or acting in furtherance thereof;
4	UNIFORM	7.1.3	wilful slowing down in performance of work or abetment or instigation thereof;
4.1	Employees who are required to wear uniform during duty hours will do so.	7.1.4	theft, fraud or dishonesty in connection with the Company's business or property;
4.2	Uniform will be issued according to the Company's Uniform Manual and will remain the property of the Company.	7.1.5	taking or giving bribes or any illegal gratification;
4.3	Employees are responsible for keeping their uniform clean, presentable and in good condition.	7.1.6	habitual absence without leave or absence without leave for more than 10 consecutive days or overstaying the sanctioned leave without sufficient grounds or proper or satisfactory explanation;
4.4	Uniform shall not be worn when staff are off duty. Staff may, however, wear the uniform while travelling between their home and their place of duty and vice versa.	7.1.7	late attendance on not less than four occasions in a month;
4.5	Employees leaving the services of the Company must return all items of uniform or pay the value of the unexpired life of any article which may have been lost. Such items may be deducted from the final payments due on termination of employment.	7.1.8	habitual breach of any law applicable to the Company or any rules made there under;
5.	PROBATIONARY PERIOD	7.1.9	collection without the permission of the Company of any money within the premises of the Company except sanctioned by any law for the time being in force;
5.1	The period of probation will be six months subject to extension by the Company at its sole discretion for a period of further three months. The total period of probation shall not exceed nine months.	7.1.10	engaging in trade within the premises of the Company;
6.	NOTICE FOR TERMINATION OF EMPLOYMENT	7.1.11	drunkenness, riotous, disorderly or indecent behaviour in the Company premises;
6.1	Termination of employment may be effected by either the Company or the employee in the following manner:	7.1.12	commission of any act subversive to discipline or good behaviour in the Company premises;
6.1.1	During probation:	7.1.13	habitual neglect of work or gross or habitual negligence;
(i)	within the first three months of employment: without notice;	7.1.14	habitual breach of any rules or instructions for the maintenance and running of any department, or the maintenance of the cleanliness of any portion of the Company premises;



- 7.1.15 habitual commission of any act or omission for which a fine may be imposed under Payment of Wages Act 1936.
- 7.1.16 canvassing for Union membership or the collection of Union dues within the Company premises, except in accordance with any law or with the permission of the Company;
- 7.1.17 wilful damage to any Company property;
- 7.1.18 holding meetings in the Company premises, without the prior permission of the Company or except in accordance with any law for the time being in force;
- 7.1.19 disclosing to any unauthorised person any information in regard to the process of the Company which may come to the possession of the employee in the course of his work;
- 7.1.20 gambling within the Company premises;
- 7.1.21 smoking or spitting in the Company premises where it is prohibited by the Company;
- 7.1.22 failure to observe safety instruction notified by the Company or interference with any safety device or equipment installed by the Company.
- 7.1.23 distributing or exhibiting within the Company premises handbills, pamphlets and such other things or causing to be displayed by means of signs or writing or other visible representation on any matter without prior sanction of the company;
- 7.1.24 refusal to accept a charge sheet, order or other communication served in accordance with the Standing Orders; and
- 7.1.25 unauthorised possession of any lethal weapon in the Company premises.
- Explanation: No act of misconduct, which is committed on less than three occasions within the space of one year, shall be treated as habitual.
- 7.2 An employee guilty of misconduct may be:
- 7.2.1 warned or censured; or
- 7.2.2 fined, subject to and in accordance with the provision of the Payment of Wages Act 1936; or
- 7.2.3 suspended by an order in writing from the Company for a period not exceeding four days; or
- 7.2.4 dismissed without notice.
- 7.3 No order under 7.2.3 shall be made unless the employee concerned has been informed in writing of the alleged misconduct or given an opportunity to explain the circumstances alleged against him.
- 7.4 No order or dismissal under 7.2.4 shall be made except holding an enquiry against the employee concerned in respect of the alleged misconduct in the manner set out in clause 7.5.
- 7.5 An employee against whom an enquiry is proposed to be held shall be given a charge sheet, clearly setting forth the circumstances appearing against him and requiring his explanation. He shall be permitted to defend himself or shall be permitted to be defended by an employee working in the same department as himself or by any office bearer of the Association. Except for reasons to be recorded in writing by the Enquiry Officer, the employee shall be permitted to produce witness in his defence and cross examine any witness on whose evidence the charges rest. A concise summary of the evidence from both sides and the employee's pleas shall be recorded.
- 7.6 All proceedings of the enquiry shall be conducted in English.
- 7.7 The enquiry shall be completed within a period of 3 months. Provided that the period of 3 months may for reasons to be recorded in writing, be extended to such further period as may be deemed necessary by the Enquiry Officer.
- 7.8 An employee against whom any action is proposed to be taken under clauses 7.2.2 to 7.2.4 may be suspended pending the enquiry or for the period, if any, allowed to him for giving his explanation. The order of suspension may take effect immediately on its communication to the employee.
- 7.8.1 Subject to the provision of the Payment of Wages Act 1936, an employee who is placed under suspension shall, during the period of suspension, be paid a subsistence allowance at the following rates:
- (i) for the first ninety days of the suspension period, the employee will be paid on  $\frac{1}{2}$  of the basic salary and allowances. However, the Shift Allowance and Uniform Laundry Allowance will not be paid;
- (ii) If the enquiry gets prolonged and In case the employee continues to be under suspension for the period exceeding 90 days, he will be paid  $\frac{3}{4}$  basic pay and allowances. However, the Shift Allowance and Uniform Laundry Allowance will not be paid.



- (iii) If the enquiry is not completed within a period of 180 days the employee will be paid full basic pay and allowances. However, Shift Allowance and the Uniform Laundry Allowance will not be paid.
- 7.8.2 Provided that where the findings of the enquiry officer show that such enquiry is prolonged beyond a period of 90 days, or as the case be 180 days, for reasons directly attributable to the employee, the subsistence allowance to be paid per month shall be for the period exceeding 90 days, or as the case may be 180 days, be reduced to ½ basic pay and allowances.
- 7.8.3 If, as a result of the enquiry held or explanations tendered, it is decided not to take any action against the employee under Clause 7.2 the employee shall be deemed to have been on duty and shall be entitled to full wages minus such subsistence allowance as he may already have drawn and to all other privileges for the full period of suspension.
- 7.8.4 The payment of subsistence allowance under Clause 7.8.1 shall be subject to the employee concerned not taking up any employment during the period of subsistence.
- 7.9 In awarding the punishment under this standing order, the Company shall take into account the gravity of the misconduct, previous record if any of the employee, and any other extenuating or aggravating circumstances that may exist.
- 7.10 If an employee refuses to accept a charge sheet order or other communication served in accordance with the Standing Order and provided that he has been asked to accept the charge sheet in the presence of at least 2 witnesses, he shall be told verbally the time and place at which the enquiry into his alleged misconduct is to be held, and if he refuses or fails to attend at that time, the enquiry shall be conducted ex-parte and the punishment awarded shall take into account the misconduct under Standing Order 22 thus committed.
- 7.11 An employee may be warned, censured or fined for any of the following acts and omissions:
- 7.11.1 absence without leave without sufficient cause;
- 7.11.2 late attendance;
- 7.11.3 negligence in performance of duties;
- 7.11.4 neglect of work;
- 7.11.5 absence without leave or without sufficient cause from the appointed place of work;
- 7.11.6 entering or leaving, or attempting to enter or leave the Company premises except by a gate or entrance appointed;
- 7.11.7 committing a nuisance on the Company premises;
- 7.11.8 breach of any rule or instruction for maintenance or running of any department. Provided that no employee shall be fined, except in accordance with the provisions of the Payment of Wages Act 1936, where the provisions of the said Act are applicable to him.
8. WORKING HOURS
- 8.1 The normal hours of work will not exceed thirty-eight hours and forty-five minutes per week excluding meal breaks. These hours of work will be distributed over five days a week with two days in each week being days off. It shall be the absolute discretion of the Company to specify the exact working hours, depending upon operational requirements. In the case of employees working on shift basis, the length of each working week may vary according to the particular shift roster, but on an average; each employee will be required to complete 38 hours and 45 minutes over the course of the complete shift cycle.
- 8.2 No employee shall be eligible to receive wages if he fails to report for duty for any reason other than approved leave or paid holidays.
- 8.3 An employee will work in excess of the normal working hours when required to do so by the Company subject to the payment of overtime for the extended hours worked.
- 8.4 Overtime will be calculated at twice the basic hourly rate of work. The hourly rate will be calculated as follows:
- Basic Salary per month x 12 months  
52 weeks x 38 hours and 45 minutes
- 8.5 Employees will be required to enter their starting and finishing time of work, on each occasion, in an attendance register kept for this purpose. Time in excess of normal working hours has to be certified in the register as being required for company duty by the departmental head concerned.
- 8.6 Employees working in excess of half an hour from their rostered time off, shall be entitled to overtime payment from the rostered time off.

## 9. WORKING ON A WEEKLY DAY OFF

- 9.1 If an employee is required to work on his scheduled day off, he will be given a day off in lieu within 21 days. If this is not possible, he will be paid overtime at twice the basic hourly rate subject to a minimum guaranteed four hours.

## 10. WORKING ON PUBLIC/NATIONAL HOLIDAY FALLING ON A OFF DAY

- 10.1 If an employee is required to work on his scheduled off day which is also a Public/National holiday for the station, he will be given two days off In lieu within twenty-one days. If this is not possible, he will be paid overtime at twice the basic hourly rate for that day and be given a day off. Overtime will be paid subject to a minimum guaranteed four hours.

## 11. WORKING ON PUBLIC/NATIONAL HOLIDAY

- 11.1 If an employee is required to work on a Public/ National holiday he will be given a day off in lieu within twenty one days. If this is not possible he will be paid overtime at twice the basic hourly rate, subject to a minimum guaranteed four hours.

## 12. ROSTERED DUTIES

- 12.1 The roster will be published two weeks in advance for a period of four weeks. It can, however, be changed by giving twenty-four hours notice. For operational exigencies for e.g. aircraft diversions, or return to base, no notice of change need be given.

- 12.2 There will be a minimum of twelve hours break between shifts. If an employee is required to report for duty before he has had this break of twelve hours, he will be entitled for overtime payment for the hours that fall short of the full break.

- 12.3 An employee who is required to work continuously for 17 hours or more will be paid overtime for the extended hours worked, be given a break of 12 hours and a compensatory off within 21 days.

## 13. PUBLIC HOLIDAYS

- 13.1 Employees will be granted fifteen public holidays in a calendar year. The list of public holidays will be drawn up with the Association before the commencement of the year. In case the Government announces any additional holidays under the Negotiable Instruments Act, employees will be granted that holiday.

## 14. ANNUAL LEAVE

- 14.1 Annual leave will be granted on the following basis and will be taken in accordance with the following regulations:

- 14.1.1 For employees with up to : 17 working days  
5 years service

- 14.1.2 For employees with more : 20 working days  
than 5 years service

- 14.1.3 For employees with more : 23 working days  
than 15 years service

- 14.2 Annual leave must be taken in the calendar year in which it is earned. Leave not utilised by the end of the calendar year will lapse unless it was not taken at the Company's request. In such cases and provided prior approval is obtained from the General Manager or State Manager, the leave may be carried forward to the following year to be cleared by 31 March.

## 15. CASUAL LEAVE

- 15.1 An employee will be entitled to paid Casual leave up to 9 days in a calendar year, but not more than 2 days at a time.

- 15.2 Casual leave shall be non-cumulative and no leave of any kind may be combined with Casual Leave.

- 15.3 Casual leave is intended to meet special or unforeseen circumstances for which provision cannot be made by exact rules.

- 15.4 The previous permission of the Department Head must be taken in writing before Casual leave is taken, but when this is not possible, information should be given on the telephone.

## 16. SICK LEAVE

- 16.1 An employee will be eligible for sick leave on full salary up to a maximum of 12 working days in one calendar year. Sick leave may be accumulated up to a maximum of 90 working days.

- 16.2 Sick leave taken for two or more working days must be supported by a certificate from the Company-appointed doctor.

## 17. MATERNITY LEAVE

- 17.1 All female employees will be entitled to maternity leave as per the provisions of Maternity Benefit Act - 1961 and the amendments made to it thereafter.

## 18. MEDICAL TREATMENT (DOMICILIARY)

- 18.1 Employees can opt for one of two schemes:

- 18.1.1 **Scheme 1 :** Full reimbursement for the employee only, for the cost of medical treatment received from Company-appointed doctors.

- 18.1.2 **Scheme 2** : Reimbursement, for the employee, spouse and dependent children, for the cost of medical treatment received from Company-appointed doctors subject to a maximum limit of Rs. 8,500 per annum for staff, and Rs. 2,500 per annum each for spouse and two dependent children.
- 18.2 Medical treatment shall consist of consultation fees, including specialist's fees, the cost of any tests/investigations required for the diagnosis of the illness, and medicines prescribed by the doctors. This will also include the Company-appointed doctors' visiting fees.
- 18.3 The employee shall exercise the option once a year. Once exercised, the option cannot be changed for a period of 12 months.
- 18.4 The Company shall not be responsible for the payment of any expenses arising from:
- 18.4.1 all medical, surgical, optical and dental appliances including spectacles and eye glasses, dentures and similar appliances;
- 18.4.2 pregnancy, confinement or miscarriage;
- 18.4.3 illness or disablement arising from attempted suicide, the performance of an unlawful act, provoked assault, the use of drugs other than those prescribed by the Company's doctor;
- 18.4.4 treatment of medicines where these become necessary as a result of the misconduct or negligence on the part of an employee or in the case of an employee who refuses to undergo treatment as prescribed by the Company doctor.
19. DENTAL TREATMENT
- 19.1 Employees shall be reimbursed the cost of dental treatment which they may receive from Company-appointed dentists. This consists of consultation fees, including specialist's fees, the cost of any tests/investigations required for the diagnosis of the illness, and medicines prescribed by the dentist.
- 19.2 Dental treatment includes cleaning, scaling, filling, extraction, root canal treatment, gum surgery etc. It excludes capping, bridging, dentures and other dental appliances.
20. MEDICAL TREATMENT (HOSPITALISATION)
- 20.1 All employees are covered for hospitalisation by an insurance policy with the premium of which will be paid for by the Company. In the case of married employees, the Company will pay fifty percent of the premium for the employees' spouse and dependent children. The balance fifty percent will be paid by the employee himself.
- 20.2 For employees in Grades III, the maximum sum insured will be Rs. 200,000. With effect from the next date of renewal the sum insured will increase to Rs. 300,000 (subject to renewal of the policy by the insurance company).
- 20.3 For employees in Grades IV and V, the maximum sum insured will be Rs. 250,000. With effect from the next date of renewal of the said policies the sum insured will be revised to Rs.350,000 (subject to renewal of the policy by the Insurance company).
21. PERSONAL ACCIDENT INSURANCE
- 21.1 All employees are covered for hospitalisation by a Personal Accident Insurance Policy, the premium of which will be paid by the Company.
- 21.2 The sum insured for each employee will be twice the annual salary of each employee (at the time of renewal).
22. EMPLOYEES' PROVIDENT FUND
- 22.1 Employees who are members of the, Employees' Provident Fund will be eligible for the benefits as per the rules of the Fund.
23. RETIREMENT
- 23.1 The retirement age is 58 years for both male and female employees.
- PART TWO**
- SALARY, ALLOWANCES & OTHER SERVICE CONDITIONS**
1. SALARY SCALES
- 1.1 Salaries for each position will be paid in accordance with the salary scales set out in Annexure 1.
2. ANNUAL INCREMENTS
- 2.1 Employees will be granted annual increments on 01 April each year, amounting to 4% of their basic salary as at 31 March.
3. BASIC SALARY REVISION
- 3.1 Employees will be granted a Cost of Living Adjustment (COLA) for the duration of this agreement as per the table below:

Date	COLA (% of 31 March basic pay)
01 April, 10	9.85
01 April, 11	8.71
01 April, 12	8.31
01 April, 13	11.06
01 April, 14	9.95

- 3.2 The Cost of Living Adjustment (COLA) will be based on a weighted average of CPI of 05 on-line metros (BOM, BLR, CCU, DEL & MAA), using staff strength as variable.

#### 4. TRANSPORT SUBSIDY

Transport subsidy will be paid as per the table below:

Grade	01 April, 2010		01 April, 2011 onwards	
	Town	Traffic	Town	Traffic
3	3550	6250	4250	7500
4	3680	6370	4400	7640
5	3800	6500	4550	7800
5A	3900	6600	4680	7900

#### 5. HOUSE RENT ALLOWANCE

- 5.1 All employees will be entitled to receive a House Rent Allowance amounting to 10% of their basic pay.

#### 6. SHIFT ALLOWANCE:

- 6.1 Employees who are rostered for shift duties will be paid a single rate Shift Allowance with effect from 01 April, 2010.

- 6.1.1 The Shift Allowance replaces the Night Shift Allowance and the Work Through Break Allowance, which will cease to be paid from the same date.

- 6.2 The Shift Allowance will be paid on the following basis:

- 6.2.1 FY10/11, FY11/12 & FY12/13 : Rs.1000 per month X 11 months for each year;

- 6.2.2 Effective 01 April, 13, the Shift Allowance will increase to Rs.2,500 per month;

- 6.2.3 Effective 01 April, 14, the Shift Allowance will increase to Rs.3,000 per month.

#### 7. UNIFORM LAUNDRY ALLOWANCE:

- 7.1 Effective 01 April, 2010, employees who are required to wear uniforms will be paid a Uniform Laundry Allowance of Rs.700 per month towards the cost of laundering their uniforms.

- 7.2 Staff will not be paid the Uniform Laundry Allowance when they are on annual leave.

#### 8. ACTING ALLOWANCE

- 8.1 When an employee is absent for a period exceeding 5 working days, the Company may at its discretion appoint an employee in a lower grade to act for the absent employee. The junior employee will be entitled to an Acting Allowance provided he takes over the full responsibilities and duties of the senior employee and acts for a period of at least 5 consecutive working days. The Acting Allowance payable will be 6% of the junior employee's monthly basic salary pro-rated for the number of days applicable.

#### 9. BONUS

- 9.1 Employees will be paid an annual bonus in accordance with the law.

#### 10. GRATUITY

- 10.1 Gratuity will be payable to all employees as per the provisions of the Payment of Gratuity Act, 1972 and the amendments made thereafter.

#### 11. RECOVERY OF OVERPAYMENT OF SALARY AND ALLOWANCES

- 11.1 In the event of excess payment of salary and allowances, owing to

- 11.2 Cashier error

- 11.3 Error in calculation

- 11.4 Sick leave and annual leave taken in excess of entitlement the Company shall recover the same from the employee's future wages. However, the deduction should be effected within 01 year from the date of excess payment.

#### 12. CHANGES IN ALLOWANCE AND BONUS AND SUCH OTHER PAYMENTS AS REQUIRED BY LEGISLATION

- 12.1 The Company agrees to make such changes to the allowances, bonuses, and such other payments as may be required by legislation.

- 12.2 In the event that an employee resigns from the services of the Company he will receive arrears

which are due to him from the date of termination of employment, in accordance with the law.

13. EXISTING BENEFITS AND PRIVILEGES

13.1 All existing benefits, privileges, payments and allowances not covered in this Agreement in Parts One and Two shall not be changed without prior agreement with the Association in writing.

14. GENERAL

14.1 The Management shall withdraw the Writ Petition No. 22435 of 2013 filed by Singapore Airlines Limited before the High Court of Judicature at Madras where an order dated 19.08.2013 has been passed to stay the proceedings in ID NO.36 of 2013 pending before the Central Government Industrial Tribunal, Chennai and Writ Petition No. 22491 of 2013 filed by Singapore Airlines Limited before the High Court of Judicature at Madras where an order dated 19.08.2013 has been passed to stay the proceedings in ID No.47 of 2013 pending before the Central Government Industrial Tribunal, Chennai. Subsequent to the withdrawal of the Writ Petitions mentioned above, the Association shall file the present Settlement Agreement before the Central Government Industrial Tribunal, Chennai and request CGIT to pass an award in ID No. 36 of 2013, ID No. 47 of 2013 and ID No. 42 of 2014 in terms of this Settlement Agreement.

14.2.1 The Union agrees not to make any other demands other than those contained herein pursuant to the Charter of Demand dated 03 June 2010, during the tenure of this agreement. The demands which have not been settled by this settlement and contained in the Charter of Demands, are hereby withdrawn by the Union.

14.3 In the event that the Company reaches reaches an agreement with any staff association in India on more beneficial terms, the Company undertakes to extend the same to the Association, with effect from the same date from which they become applicable.

This agreement is signed at Chennai on the 31st day of May Two Thousand and Fourteen

Manager Southern India Singapore Airlines Limited	General Secretary Singapore Airlines Staff & Officers Union
(For & on behalf of the Employer)	(For & on behalf of the Employees)

WITNESSES :

1. K Ravichandran
2. Mohamed Akmal

**ANNEXURE 1**

1. Salary Ranges with effect from 01 April 2010.

		Salary Ranges	
		(Rs./pm)	
Grade	Title	Min	Max
1	Office Helper	14,203	35,308
2	Clerk	17,717	44,293
<b>Jr. Agent/Clerk</b>			
3	(Customer Service, Reservations, Accounts, Sales & Marketing)	22,519	56,300
<b>Agent</b>			
4	(Customer Service, Reservations, Accounts, Sales & Marketing)	25,981	64,950
<b>Officer</b>			
5	(Customer Service, Reservations, Accounts, Sales & Marketing)	33,085	82,700

2. Salary Ranges with effect from 01 April 2013.

		Salary Ranges	
		(Rs./pm)	
Grade	Title	Min	Max
<b>Jr. Agent/Clerk</b>			
3	(Customer Service, Reservations, Accounts, Sales & Marketing)	25,000	62,500
<b>Agent</b>			
4	(Customer Service, Reservations, Accounts, Sales & Marketing)	33,000	82,500
<b>Officer</b>			
5	(Customer Service, Reservations, Accounts, Sales & Marketing)	40,000	100,000
<b>Sr. Officer</b>			
5A	(Customer Service, Reservations, Accounts, Sales & Marketing)	45,000	112,500



नई दिल्ली, 21 जुलाई, 2014

**का.आ. 2102.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंगापुर एअरलाईन्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 47 का 2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/07/2014 को प्राप्त हुआ था।

[सं. एल-11012/1/2013-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st July, 2014

**S.O. 2102.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 47/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singapore Airlines Limited and their workmen, received by the Central Government on 21/07/2014.

[No. L-11012/1/2013-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Friday, the 27th June, 2014

#### PRESENT :

K. P. PRASANNA KUMARI, Presiding Officer

#### Industrial Dispute No. 47/2013

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Singapore Airlines Ltd. and their workman).

#### BETWEEN

The Singapore Airlines : 1st Party/Petitioner  
Limited Staff &  
Officers Union,  
12, Visweswarapuram Street  
Mylapore Chennai-600004

#### AND

The Managing Director : 2nd Party/Respondent  
M/s Singapore Airlines Ltd.  
West Minister,  
108, Dr. Radhakrishnan Salai,  
Mylapore Chennai-600074

#### APPEARANCE :

For the 1st Party/Petitioner : M/s BFS Legal, Advocates

For the 2nd Party/ : M/s Fox Mandal &  
Respondent Associates, Advocates

#### AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-11012/1/2013 (IR(CM-I) dated 08.04.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Singapore Airlines Ltd. in respect of appointment of M/s. Nancy Kao as Sales Officer against the guidelines and regulations of Singapore Airlines is legal and justified ? To what relief the member of the Petitioner Union is entitled to ?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 47/2013 and issued notices to both sides. Both sides have entered appearance through their counsel.

3. The Singapore Airlines Ltd., the Management had approached the High Court of Madras under Article-226 of the Constitution of India praying to quash the reference order. Even before Claim Statement was filed the proceedings before this Tribunal has been stayed by the High Court. The Airlines had sought permission before the High Court to withdraw the Writ Petition and by order dated 18.06.2014 the High Court had dismissed the Writ Petition as withdrawn.

4. The Airlines and the Petitioner Union had settled the dispute and had entered into a Memorandum of Settlement on 31.05.2014.

5. A copy of the Memorandum of Settlement entered into between the parties has been produced before this Tribunal. The counsel for the petitioner as well as the Management had endorsed stating that an award may be passed on the basis of the Memorandum of Settlement. Accordingly, an award is passed in terms of the Memorandum of Settlement produced. The said Memorandum of Settlement will be a part of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th June, 2014).

K. P. PRASANNA KUMARI, Presiding Officer

**Witnesses Examined :**

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

**Documents Marked :****On the petitioner's side**

Ex.No.	Date	Description
	N/A	

**On the Management's side**

Ex.No.	Date	Description
	N/A	

**SINGAPORE AIRLINES LTD.****MEMORANDUM OF SETTLEMENT**

NAMES OF PARTIES: 1. SINGAPORE AIRLINES LIMITED  
THE WESTMINSTER, 1ST FLOOR 108 DR:  
RADHAKRISHNAN SALAI MYLAPORE  
CHENNAI- 600 004

2. SINGAPORE AIRLINES LTD. STAFF & OFFICERS UNION  
12, VISWESWARAPURAM STREET MYLAPORE  
CHENNAI 600 004

REPRESENTING EMPLOYER 1. MR SEAH CHEE CHIAN THE SINGAPORE AIRLINES LTD CHENNAI

REPRESENTING THE EMPLOYEES 2. MR P S SELVAKUMARAN GENERAL SECRETARY SINGAPORE AIRLINES STAFF & OFFICERS UNION CHENNAI

**SHORT RECITAL**

That Singapore Airlines Limited (hereinafter referred to as "the Company") received the Charters of Demands dated 03 June 2010 from Singapore Airlines Staff & Officers Union Chennai (hereinafter referred to as "the Association") for and on behalf its members, the employees of Singapore Airlines Limited and Singapore Airlines Cargo Pvt. Ltd. The Company, after making a detailed study of the said demands, invited the Association for negotiations. After holding negotiations on several occasions on the said Charters of Demands, the Company and the Association have arrived at an amicable settlement on the following terms and conditions :

1. PERIOD OF AGREEMENT
  - 1.1 This Agreement shall come into effect on 01 April 2010 and remain in force till 31 March, 2015.
2. GENERAL CONDITIONS OF SERVICE, SALARY, ALLOWANCES AND OTHER BENEFITS
  - 2.1 The general conditions of service, salary and allowances, and other benefits shall be set out in Parts One and Two of the Agreement.

**PART ONE****GENERAL TERMS AND CONDITIONS OF SERVICE**

1. EXCLUSIVE SERVICE
  - 1.1 An employee shall not, without the prior written permission of the Company, be engaged in any outside business or be employed in any capacity for any period by any person, government department, statutory board, firm, company or organisation other than the Company.
  - 1.2 If an employee's family member(s) is engaged in any business which has dealings with the Company or any of its subsidiaries that could have the effect of putting the employee in a position of conflict of interest in the discharge of his duties towards the Company, he must inform the Company in writing as soon as possible.
2. PUBLICATIONS, INTERVIEWS, BROADCASTS, ETC.
  - 2.1 The consent of the Company must be obtained before any employee may:
    - 2.1.1 publish, or cause to be published or submit for publication any article, book, letter or photograph;
    - 2.1.2 give any interview or disclose any information for publication;
    - 2.1.3 broadcast or appear in television programmes;
    - 2.1.4 deliver any lecture or speech;
    - 2.1.5 exhibit or cause to be exhibited any cinematograph film; or any matter which concerns his duties or the business of the Company.
  - 2.2 In the case of publication under clauses 2.1.1 to 2.1.5 not concerned with the Company, no mention may be made by the employee of his title or position in the Company, or his connection with the Company.
3. PRIVILEGE TRAVEL
  - 3.1 Employees may apply for privilege travel on the Company services in accordance with the Company regulations in force from time to time.

4	UNIFORM	7.1.3	wilful slowing down in performance of work or abetment or instigation thereof;
4.1	Employees who are required to wear uniform during duty hours will do so.	7.1.4	theft, fraud or dishonesty in connection with the Company's business or property;
4.2	Uniform will be issued according to the Company's Uniform Manual and will remain the property of the Company.	7.1.5	taking or giving bribes or any illegal gratification;
4.3	Employees are responsible for keeping their uniform clean, presentable and in good condition.	7.1.6	habitual absence without leave or absence without leave for more than 10 consecutive days or overstaying the sanctioned leave without sufficient grounds or proper or satisfactory explanation;
4.4	Uniform shall not be worn when staff are off duty. Staff may, however, wear the uniform while travelling between their home and their place of duty and vice versa.	7.1.7	late attendance on not less than four occasions in a month;
4.5	Employees leaving the services of the Company must return all items of uniform or pay the value of the unexpired life of any article which may have been lost. Such items may be deducted from the final payments due on termination of employment.	7.1.8	habitual breach of any law applicable to the Company or any rules made there under;
5.	PROBATIONARY PERIOD	7.1.9	collection without the permission of the Company of any money within the premises of the Company except sanctioned by any law for the time being in force;
5.1	The period of probation will be six months subject to extension by the Company at its sole discretion for a period of further three months. The total period of probation shall not exceed nine months.	7.1.10	engaging in trade within the premises of the Company;
6.	NOTICE FOR TERMINATION OF EMPLOYMENT	7.1.11	drunkenness, riotous, disorderly or indecent behaviour in the Company premises;
6.1	Termination of employment may be effected by either the Company or the employee in the following manner:	7.1.12	commission of any act subversive to discipline or good behaviour in the Company premises;
6.1.1	During probation:	7.1.13	habitual neglect of work or gross or habitual negligence;
	(i) within the first three months of employment: without notice;	7.1.14	habitual breach of any rules or instructions for the maintenance and running of any department, or the maintenance of the cleanliness of any portion of the Company premises;
	(ii) after the first three months of employment : 14 days notice in writing or payment of 14 days salary in lieu of notice; and	7.1.15	habitual commission of any act or omission for which a fine may be imposed under Payment of Wages Act 1936.
6.1.2	After confirmation:	7.1.16	canvassing for Union membership or the collection of Union dues within the Company premises, except in accordance with any law or with the permission of the Company;
	(I) one month's notice in writing or by the payment of one month's salary in lieu of notice.	7.1.17	wilful damage to any Company property;
7.	MISCONDUCT/PUNISHMENT/DISMISSAL	7.1.18	holding meetings in the Company premises, without the prior permission of the Company or except in accordance with any law for the time being in force;
7.1	Any of the following acts or omissions on the part of any employee shall amount to misconduct;	7.1.19	disclosing to any unauthorised person any information in regard to the process of the Company which may come to the possession of the employee in the course of his work;
7.1.1	wilful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable order of the superior;		
7.1.2	going on illegal strike or abetting, inciting, instigating or acting in furtherance thereof;		

7.1.20	gambling within the Company premises;		summary of the evidence from both sides and the employee's pleas shall be recorded.
7.1.21	smoking or spitting in the Company premises where it is prohibited by the Company;	7.6	All proceedings of the enquiry shall be conducted in English.
7.1.22	failure to observe safety instruction notified by the Company or interference with any safety device or equipment installed by the Company.	7.7	The enquiry shall be completed within a period of 3 months. Provided that the period of 3 months may for reasons to be recorded in writing, be extended to such further period as may be deemed necessary by the Enquiry Officer.
7.1.23	distributing or exhibiting within the Company premises handbills, pamphlets and such other things or causing to be displayed by means of signs or writing or other visible representation on any matter without prior sanction of the company;	7.8	An employee against whom any action is proposed to be taken under clauses 7.2.2 to 7.2.4 may be suspended pending the enquiry or for the period, if any, allowed to him for giving his explanation. The order of suspension may take effect immediately on its communication to the employee.
7.1.24	refusal to accept a charge sheet, order or other communication served in accordance with the Standing Orders; and		
7.1.25	unauthorised possession of any lethal weapon in the Company premises.  Explanation: No act of misconduct, which is committed on less than three occasions within the space of one year. shall be treated as habitual.	7.8.1	Subject to the provision of the Payment of Wages Act 1936, an employee who is placed under suspension shall, during the period of suspension, be paid a subsistence allowance at the following rates:  (i) for the first ninety days of the suspension period, the employee will be paid on ½ of the basic salary and allowances. However, the Shift Allowance and Uniform Laundry Allowance will not be paid;  (ii) If the enquiry gets prolonged and in case the employee continues to be under suspension for the period exceeding 90 days, he will be paid ¾ basic pay and allowances. However, the Shift Allowance and Uniform Laundry Allowance will not be paid.  (iii) If the enquiry is not completed within a period of 180 days the employee will be paid full basic pay and allowances. However, Shift Allowance and the Uniform Laundry Allowance will not be paid.
7.2	An employee guilty of misconduct may be:		
7.2.1	warned or censured; or		
7.2.2	fined. subject to and in accordance with the provision of the Payment of Wages Act 1936; or		
7.2.3	suspended by an order in writing from the Company for a period not exceeding four days; or		
7.2.4	dismissed without notice.		
7.3	No order under 7.2.3 shall be made unless the employee concerned has been informed in writing of the alleged misconduct or given an opportunity to explain the circumstances alleged against him.		
7.4	No order or dismissal under 7.2.4 shall be made except holding an enquiry against the employee concerned in respect of the alleged misconduct in the manner set out in clause 7.5.	7.8.2	Provided that where the findings of the enquiry officer show that such enquiry is prolonged beyond a period of 90 days, or as the case be 180 days, for reasons directly attributable to the employee, the subsistence allowance to be paid per month shall be for the period exceeding 90 days, or as the case may be 180 days, be reduced to ½ basic pay and allowances.
7.5	An employee against whom an enquiry is proposed to be held shall be given a charge sheet, clearly setting forth the circumstances appearing against him and requiring his explanation. He shall be permitted to defend himself or shall be permitted to be defended by an employee working in the same department as himself or by any office bearer of the Association. Except for reasons to be recorded in writing by the Enquiry Officer, the employee shall be permitted to produce witness in his defence and cross examine any witness on whose evidence the charges rest. A concise	7.8.3	If, as a result of the enquiry held or explanations tendered, it is decided not to take any action against the employee under Clause 7.2 the employee shall be deemed to have been on duty and shall be entitled to full wages minus such subsistence allowance as he may already have



- drawn and to all other privileges for the full period of suspension.
- 7.8.4 The payment of subsistence allowance under Clause 7.8.1 shall be subject to the employee concerned not taking up any employment during the period of subsistence.
- 7.9 In awarding the punishment under this standing order, the Company shall take into account the gravity of the misconduct, previous record if any of the employee, and any other extenuating or aggravating circumstances that may exist.
- 7.10 If an employee refuses to accept a charge sheet order or other communication served in accordance with the Standing Order and provided that he has been asked to accept the charge sheet in the presence of at least 2 witnesses, he shall be told verbally the time and place at which the enquiry into his alleged misconduct is to be held, and if he refuses or fails to attend at that time, the enquiry shall be conducted ex-parte and the punishment awarded shall take into account the misconduct under Standing Order 22 thus committed.
- 7.11 An employee may be warned, censured or fined for any of the following acts and omissions:
- 7.11.1 absence without leave without sufficient cause;
- 7.11.2 late attendance;
- 7.11.3 negligence in performance of duties;
- 7.11.4 neglect of work;
- 7.11.5 absence without leave or without sufficient cause from the appointed place of work;
- 7.11.6 entering or leaving, or attempting to enter or leave the Company premises except by a gate or entrance appointed;
- 7.11.7 committing a nuisance on the Company premises;
- 7.11.8 breach of any rule or instruction for maintenance or running of any department. Provided that no employee shall be fined, except in accordance with the provisions of the Payment of Wages Act 1936, where the provisions of the said Act are applicable to him.
8. WORKING HOURS
- 8.1 The normal hours of work will not exceed thirty-eight hours and forty-five minutes per week excluding meal breaks. These hours of work will be distributed over five days a week with two days in each week being days off. It shall be the absolute discretion of the Company to specify the exact working hours, depending upon operational requirements. In the case of employees working on shift basis, the length of each working week may vary according to the particular shift roster, but on an average; each employee will be required to complete 38 hours and 45 minutes over the course of the complete shift cycle.
- 8.2 No employee shall be eligible to receive wages if he fails to report for duty for any reason other than approved leave or paid holidays.
- 8.3 An employee will work in excess of the normal working hours when required to do so by the Company subject to the payment of Overtime for the extended hours worked.
- 8.4 Overtime will be calculated at twice the basic hourly rate of work. The hourly rate will be calculated as follows:
- Basic Salary per month x 12 months  
52 weeks x 38 hours and 45 minutes
- 8.5 Employees will be required to enter their starting and finishing time of work, on each occasion, in an attendance register kept for this purpose. Time in excess of normal working hours has to be certified in the register as being required for company duty by the departmental head concerned.
- 8.6 Employees working in excess of half an hour from their rostered time off, shall be entitled to overtime payment from the rostered time off.
9. WORKING ON A WEEKLY DAY OFF
- 9.1 If an employee is required to work on his scheduled day off, he will be given a day off in lieu within 21 days. If this is not possible, he will be paid overtime at twice the basic hourly rate subject to a minimum guaranteed four hours.
10. WORKING ON PUBLIC/NATIONAL HOLIDAY FALLING ON A OFF DAY
- 10.1 If an employee is required to work on his scheduled off day which is also a Public/National holiday for the station, he will be given two days off in lieu within twenty-one days. If this is not possible, he will be paid overtime at twice the basic hourly rate for that day and be given a day off. Overtime will be paid subject to a minimum guaranteed four hours.
11. WORKING ON PUBLIC/NATIONAL HOLIDAY
- 11.1 If an employee is required to work on a Public/National holiday he will be given a day off in lieu

	within twenty one days. If this is not possible he will be paid overtime at twice the basic hourly rate, subject to a minimum guaranteed four hours.	15.2	Casual leave shall be non-cumulative and no leave of any kind may be combined with Casual Leave.
12	<b>ROSTERED DUTIES</b>	15.3	Casual leave is intended to meet special or unforeseen circumstances for which provision cannot be made by exact rules.
12.1	The roster will be published two weeks in advance for a period of four weeks. It can, however, be changed by giving twenty-four hours notice. For operational exigencies for e.g. aircraft diversions, or return to base, no notice of change need be given.	15.4	The previous permission of the Department Head must be taken in writing before Casual leave is taken, but when this is not possible, information should be given on the telephone.
12.2	There will be a minimum of twelve hours break between shifts. If an employee is required to report for duty before he has had this break of twelve hours, he will be entitled for overtime payment for the hours that fall short of the full break.	16	<b>SICK LEAVE</b>
12.3	An employee who is required to work continuously for 17 hours or more will be paid overtime for the extended hours worked, be given a break of 12 hours and a compensatory off within 21 days.	16.1	An employee will be eligible for sick leave on full salary up to a maximum of 12 working days in one calendar year. Sick leave may be accumulated up to a maximum of 90 working days.
13	<b>PUBLIC HOLIDAYS</b>	16.2	Sick leave taken for two or more working days must be supported by a certificate from the Company-appointed doctor.
13.1	Employees will be granted fifteen public holidays in a calendar year. The list of public holidays will be drawn up with the Association before the commencement of the year. In case the Government announces any additional holidays under the Negotiable Instruments Act, employees will be granted that holiday.	17	<b>MATERNITY LEAVE</b>
14	<b>ANNUAL LEAVE</b>	17.1	All female employees will be entitled to maternity leave as per the provisions of Maternity Benefit Act - 1961 and the amendments made to it thereafter.
14.1	Annual leave will be granted on the following basis and will be taken in accordance with the following regulations:	18	<b>MEDICAL TREATMENT (DOMICILIARY)</b>
14.1.1	For employees with up to : 17 working days 5 years service	18.1	Employees can opt for one of two schemes:
14.1.2	For employees with more : 20 working days than 5 years service	18.1.1	Scheme 1 : Full reimbursement for the employee only, for the cost of medical treatment received from Company-appointed doctors.
14.1.3	For employees with more : 23 working days than 15 years service	18.1.2	Scheme 2 : Reimbursement, for the employee, spouse and dependent children, for the cost of medical treatment received from Company-appointed doctors subject to a maximum limit of Rs.8,500 per annum for staff, and Rs.2,500 per annum each for spouse and two dependent children
14.2	Annual leave must be taken in the calendar year in which it is earned. Leave not utilised by the end of the calendar year will lapse unless it was not taken at the Company's request. In such cases and provided prior approval is obtained from the General Manager or State Manager, the leave may be carried forward to the following year to be cleared by 31 March.	18.2	Medical treatment shall consist of consultation fees, including specialist's fees, the cost of any tests/investigations required for the diagnosis of the illness, and medicines prescribed by the doctors. This will also include the Company-appointed doctors' visiting fees.
15	<b>CASUAL LEAVE</b>	18.3	The employee shall exercise the option once a year. Once exercised, the option cannot be changed for a period of 12 months.
15.1	An employee will be entitled to paid Casual leave up to 9 days in a calendar year, but not more than 2 days at a time.	18.4	The Company shall not be responsible for the payment of any expenses arising from:
		18.4.1	all medical, surgical, optical and dental appliances including spectacles and eye glasses, dentures and similar appliances;

- 18.4.2 pregnancy, confinement or miscarriage;
- 18.4.3 illness or disablement arising from attempted suicide, the performance of an unlawful act, provoked assault, the use of drugs other than those prescribed by the Company's doctor;
- 18.4.4 treatment of medicines where these become necessary as a result of the misconduct or negligence on the part of an employee or in the case of an employee who refuses to undergo treatment as prescribed by the Company doctor.

#### 19. DENTAL TREATMENT

- 19.1 Employees shall be reimbursed the cost of dental treatment which they may receive from Company-appointed dentists. This consists of consultation fees, including specialist's fees, the cost of any tests/investigations required for the diagnosis of the illness, and medicines prescribed by the dentist.
- 19.2 Dental treatment includes cleaning, scaling, filling, extraction, root canal treatment, gum surgery etc. It excludes capping, bridging, dentures and other dental appliances.

#### 20. MEDICAL TREATMENT (HOSPITALISATION)

- 20.1 All employees are covered for hospitalisation by an insurance policy with the premium of which will be paid for by the Company. In the case of married employees, the Company will pay fifty percent of the premium for the employees' spouse and dependent children. The balance fifty percent will be paid by the employee himself.
- 20.2 For employees in Grades III, the maximum sum insured will be Rs.200,000. With effect from the next date of renewal the sum insured will increase to Rs.300,000 (subject to renewal of the policy by the insurance company).
- 20.3 For employees in Grades IV and V, the maximum sum insured will be Rs.250,000. With effect from the next date of renewal of the said policies the sum insured will be revised to Rs.350,000 (subject to renewal of the policy by the insurance company).

#### 21. PERSONAL ACCIDENT INSURANCE

- 21.1 All employees are covered for hospitalisation by a Personal Accident Insurance Policy, the premium of which will be paid by the Company.
- 21.2 The sum insured for each employee will be twice the annual salary of each employee (at the time of renewal).

#### 22. EMPLOYEES' PROVIDENT FUND

- 22.1 Employees who are members of the, Employees' Provident Fund will be eligible for the benefits as per the rules of the Fund.

#### 23. RETIREMENT

- 23.1 The retirement age is 58 years for both male and female employees.

### PART TWO

#### SALARY, ALLOWANCES & OTHER SERVICE CONDITIONS

##### 1. SALARY SCALES

- 1.1 Salaries for each position will be paid in accordance with the salary scales set out in Annexure 1.

##### 2. ANNUAL INCREMENTS

- 2.1 Employees will be granted annual increments on 01 April each year, amounting to 4% of their basic salary as at 31 March.

##### 3. BASIC SALARY REVISION

- 3.1 Employees will be granted a Cost of Living Adjustment (COLA) for the duration of this agreement as per the table below:

Date	COLA (% of 31 March basic pay)
01 April 10	9.85
01 April 11	8.71
01 April 12	8.31
01 April 13	11.06
01 April 14	9.95

- 3.2 The Cost of Living Adjustment (COLA) will be based on a weighted average of CPI of 05 on-line metros (BOM, BLR. CCU, DEL & MAA), using staff strength as variable.

##### 4. TRANSPORT SUBSIDY

Transport subsidy will be paid as per the table below:

Grade	01 April 2010		01 April 2011 onwards	
	Town	Traffic	Town	Traffic
3	3550	6250	4250	7500
4	3680	6370	4400	7640
5	3800	6500	4550	7800
5A	3900	6600	4680	7900

5.	HOUSE RENT ALLOWANCE	11.	RECOVERY OF OVERPAYMENT OF SALARY AND ALLOWANCES
5.1	All employees will be entitled to receive a House Rent Allowance amounting to 10% of their basic pay.	11.1	In the event of excess payment of salary and allowances, owing to
6.	SHIFT ALLOWANCE:	11.2	Cashier error
6.1	Employees who are rostered for shift duties will be paid a single rate Shift Allowance with effect from 01 April, 2010.	11.3	Error in calculation
6.1.1	The Shift Allowance replaces the Night Shift Allowance and the Work Through Break Allowance, which will cease to be paid from the same date.	11.4	Sick leave and annual leave taken in excess of entitlement
6.2	The Shift Allowance will be paid on the following basis:		The Company shall recover the same from the employee's future wages. However, the deduction should be effected within 01 year from the date of excess payment.
6.2.1	FY10/11, FY11/12 & FY12/13 : Rs.1000 per month X 11 months for each year;	12.	CHANGES IN ALLOWANCE AND BONUSES AND SUCH OTHER PAYMENTS AS REQUIRED BY LEGISLATION .
6.2.2	Effective 01 April, 13, the Shift Allowance will increase to Rs. 2,500 per month;	12.1	The Company agrees to make such changes to the allowances, bonuses, and such other payments as may be required by legislation.
6.2.3	Effective 01 April, 14, the Shift Allowance will increase to Rs. 3,000 per month.	12.2	In the event that an employee resigns from the services of the Company he will receive arrears which are due to him from the date of termination of employment, in accordance with the law.
7.	UNIFORM LAUNDRY ALLOWANCE:	13.	EXISTING BENEFITS AND PRIVILEGES
7.1	Effective 01 April, 2010, employees who are required to wear uniforms will be paid a Uniform Laundry Allowance of Rs.700 per month towards the cost of laundering their uniforms.	13.1	All existing benefits, privileges, payments and allowances not covered in this Agreement in Parts One and Two shall not be changed without prior agreement with the Association in writing.
7.2	Staff will not be paid the Uniform Laundry Allowance when they are on annual leave.		
8.	ACTING ALLOWANCE	14	GENERAL
8.1	When an employee is absent for a period exceeding 5 working days, the Company may at its discretion appoint an employee in a lower grade to act for the absent employee. The junior employee will be entitled to an Acting Allowance provided he takes over the full responsibilities and duties of the senior employee and acts for a period of at least 5 consecutive working days. The Acting Allowance payable will be 6% of the junior employee's monthly basic salary pro-rated for the number of days applicable.	14.1	The Management shall withdraw the Writ Petition No. 22435 of 2013 filed by Singapore Airlines Limited before the High Court of Judicature at Madras where an order dated 19.08.2013 has been passed to stay the proceedings in ID No. 36 of 2013 pending before the Central Government Industrial Tribunal, Chennai and Writ Petition No. 22491 of 2013 filed by Singapore Airlines Limited before the High Court of Judicature at Madras where an order dated 19.08.2013 has been passed to stay the proceedings in ID No. 47 of 2013 pending before the Central Government Industrial Tribunal, Chennai. Subsequent to the withdrawal of the Writ Petitions mentioned above, the Association shall file the present Settlement Agreement before the Central Government Industrial Tribunal, Chennai and request CGIT to pass an award in ID No. 36 of 2013, ID No. 47 of 2013 and ID No. 42 of 2014 in terms of this Settlement Agreement.
9.	BONUS		
9.1	Employees will be paid an annual bonus in accordance with the law.		
10.	GRATUITY		
10.1	Gratuity will be payable to all employees as per the provisions of The Payment of Gratuity Act, 1972 and the amendments made thereafter.		

14.2.1 The Union agrees not to make any other demands other than those contained herein pursuant to the Charter of Demand dated 03 June, 2010, during the tenure of this agreement. The demands which have not been settled by this settlement and contained in the Charter of Demands, are hereby withdrawn by the Union.

14.3 In the event that the Company reaches an agreement with any staff association in India on more beneficial terms, the Company undertakes to extend the same to the Association, with effect from the same date from which they become applicable.

This agreement is signed at Chennai on the 31st day of May, Two Thousand and Fourteen

Manager Southern India      General Secretary  
Singapore Airlines Limited      Singapore Airlines Staff &  
Officers & Union

(For & on behalf of the      (For & on behalf of the  
Employer)      Employees)

WITNESSES :

1. K Ravichandran

2. Mohamed Akmal

#### ANNEXURE 1

##### 1. Salary Ranges with effect from 01 April, 2010.

Grade	Title	Salary Ranges	
		(Rs./pm)	
		Min	Max
1	Office Helper	14,203	35,308
2	Clerk	17,717	44,293
	<b>Jr. Agent/Clerk</b>		
3	(Customer Service, Reservations, Accounts, Sales & Marketing)	22,519	56,300
	<b>Agent</b>		
4	(Customer Service, Reservations, Accounts, Sales & Marketing)	25,981	64,950
	<b>Officer</b>		
5	(Customer Service, Reservations, Accounts, Sales & Marketing)	33,085	82,700

##### 2. Salary Ranges with effect from 01 April 2013.

Grade	Title	Salary Ranges	
		(Rs./pm)	
		Min	Max
	<b>Jr. Agent/Clerk</b>		
3	(Customer Service, Reservations, Accounts, Sales & Marketing)	25,000	62,500
	<b>Agent</b>		
4	(Customer Service, Reservations, Accounts, Sales & Marketing)	33,000	82,500
	<b>Officer</b>		
5	(Customer Service, Reservations, Accounts, Sales & Marketing)	40,000	100,000
	<b>Sr. Officer</b>		
5A	(Customer Service, Reservations, Accounts, Sales & Marketing)	45,000	112,500

नई दिल्ली, 21 जुलाई, 2014

**का.आ. 2103.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं-2, धनबाद के पंचाट (संदर्भ संख्या 65/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/07/2014 को प्राप्त हुआ था।

[सं. एल-20012/179/2011-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st July, 2014

**S.O. 2103.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 65/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workmen, received by the Central Government on 22/07/2014.

[No. L-20012/179/2011-IR (CM-I)]

M. K. SINGH, Section Officer



**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD****PRESENT :**

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section  
10(1)(d) of the I.D. Act, 1947.**REFERENCE NO. 65 OF 2012****PARTIES :**The Executive Member,  
Jharkhand Colliery Sharmik Union,  
Binod Market, Dhanbad-826001**Vs.**The General Manager,  
Kusunda Area of M/s. BCCL,  
PO : Kusunda, Dhanbad

Order No.L-20012/179/2011-IR(CM-I) dt.04.09.2012

**APPEARANCES :**

On behalf of the workman/Union : None

On behalf of the Management : Mr. D. K. Verma, Ld.  
Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 28th May, 2014

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No L-20012/179/2011-IR(CM-I) dt.04.09.2012.

**SCHEDULE**

“Whether the action of the Management of Gondudih Colliery of M/s BCCL in dismissing Sr Basant Bhuia, M/Loader from the services of the Company vide order date 29.2.2000 is fair and justified? To what relief is the workman concerned entitled?”

2. Neither any Representative for the Jharkhand Colliery Sharmik Union, Dhanbad, nor workman Basant Bhuia appeared nor any written statement with the documents filed on behalf of the workman/Union. Mr. D.K. Verma, Ld. Advocate for the O.P./Management is present as usual.

On perusal of the case record, I find despite three Regd. Notices to the Union on the address noted in the

very Reference since the registration of the case from 17<sup>th</sup> Sept., 2012, neither the written statement along with the documents on behalf of the workman filed nor any Union Representative ever represented the workman in the case. As such the Union Representative and the workman by their conducts appear to be not willing or not interested in pursuing the case for its finality. In view of the aforesaid facts, the instant Reference related to an issue over the dismissal of the workman has no Industrial dispute existent; hence the case is closed as no Industrial Dispute existent; and accordingly an Order of no Industrial Dispute is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2104.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रावणकोर टाइटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबंध में उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 33/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-43012/13/2009-आईआर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2104.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 33/2009) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-43012/13/2009-IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM****PRESENT :**

Shri.D.Sreevallabhan, B.Sc., LL.B, Presiding Officer

(Wednesday the 18th day of June, 2014/28th Jyaishta,  
1936)

**ID 33/2009**

Union : The General Secretary, Titanium Products Labour Union, INTUC House, Kunnumpuram, Thiruvananthapuram - 695001

Management : The Managing Director Travancore Titanium Products Ltd., Post Box No. 1, Thiruvananthapuram-695021

This case coming up for final hearing on 13.06.2014 and this Tribunal-cum-Labour Court on 18.06.2014 passed the following:

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), the Government of India/Ministry of Labour has referred the industrial dispute to this tribunal for adjudication as per Order No-L-43012/13/2009-IR(M) dated 16.09.2009.

2. The dispute is :

“Whether the action of the management of M/s. Travancore Titanium Products, Trivandrum in not granting customary concession of extension of service to Shri Marcose S. W. No.1567, in spite of being medically fit, by two years from 01.08.2009 is justified? What relief the workman is entitled to?”

3. After appearance union filed claim statement alleging that the management, after refusing the request made by the workman to continue in service upto the age of 60 years on medical fitness, removed him prematurely from service at the age of 58 in violation of clause 12(c) of the prevailing Standing Orders, Item No.34 of the Long Term Settlement dated 15.05.1990, the customary practice and all other norms regarding the retirement age and hence he is to be appropriately compensated for the loss of salary and other benefits.

4. Management filed written statement contending that a workman has no right to claim extension of service beyond the retirement age of 58 years and it is within the absolute discretion of the management to grant extension of service. No workman was given extension from April, 2007 to May, 2010 due to financial crisis. Management has not violated any of the rules and there is no question of any customary concession for granting extension. Identical industrial dispute was considered by this Tribunal in ID 23/2008 and it was found that the action of the management in not granting extension of service beyond the age of 58 years is legal and justified. The discretionary power of the management as per clause 12(c) of the Standing Orders was considered by the Hon'ble

High Court of Kerala in OP No.13568/1994-M filed by one Mr. P. M. Kurian who was an employee of the management and the OP was dismissed after holding that clause 12(c) gives discretion to the management to extend the service upto a maximum period of two years if he is certified fit for such extended service and that even if a person is certified fit for such extended service that by itself is no reason to enable him to get extension since it is for the management to decide whether they should exercise their discretion and grant extension. The retirement age of the workman as per the Standing Orders, 1980 is 58 years and he cannot as a matter of right claim extension of service and it is the management to decide whether he is to be granted extension beyond the retirement age. The workman had retired from service in accordance with the Rules and hence he is not entitled to any relief.

5. Union did not file any rejoinder in spite of the opportunity given for that purpose.

6. After the submission of the pleadings the case was adjourned for adducing evidence. In spite of several adjournments union was continuously absenting without any representation and hence set ex-parte. Management filed affidavit. The documents produced from the side of the management were marked as Exts.M1 to M15.

7. The dispute is as to the justifiability of the action of the management in not granting customary concession of extension of service to the workman for two years from 01.08.2009 even when he is medically fit. There is no specific plea with regard to any customary concession in the claim statement. In the written statement it is specifically contended that there is no customary concession enabling the workman to make claim for extension of service beyond the age of 58. Union has not adduced any evidence to prove it and there is no material to satisfy that there was any such customary concession for extension of service after the retirement age of 58 years. Ext.M11 is the copy of the judgment dated 31.07.2009 in ID 23/2008 of this Tribunal and from which it can be seen that it was also a matter in issue in that case and it was found by this Tribunal that there is no question of any customary concession as there are specific provisions in the Standing Orders as well as in the Long Term Settlement with regard to the extension of service beyond the age of 58. The union and the management in this case were parties in that case and hence the finding is binding since there is nothing to show that there was any challenge against that decision in that case and the same has not become final. There is no reason to hold that there is any customary concession which enables the workman to claim extension of service after the retirement age.

8. In para 5 of the claim statement it is specifically alleged that the claim of extension of service is as per clause 12(c) of the prevailing Standing Orders and Item

No.34 of the Long Term Settlement dated 15.05.1990. The copy of the Standing Orders, 1980 was marked as Ext.M1 and clause 12(c) contained in it reads thus:

“A workman who is at present covered by the provisions of Standing Orders for workmen will retire on completion of the age of 58 and a workman who is now covered under the Standing Orders for staff will retire on completion of the age of 60. The management may however extend the service of a workman upto a maximum period of 2 years beyond his normal age of retirement as given above, at the discretion of the Management if he is certified fit for such extended service by the ESI Medical Officer or such other competent authority in the case of those who are not covered by the ESI Act.”

9. It is expressly clear that it is the discretion of the management to allow a workman to continue after the age of 58 for a period of two years subject to the condition that he is medically fit. Even if he is medically fit then also it is left to the discretion of the management to grant extension of service. It was so held by the Hon'ble High Court of Kerala vide judgment dated 12.10.1994 in OP 13568/1994M, certified copy of which was marked as Ext.M10. Reliance was placed by this Tribunal on that judgment while deciding Ext.M11 case. From the wording in clause 12(c) itself it is apparently clear that the workman cannot claim extension of retirement age as of right and it is the absolute discretion of the management to grant extension of service. The Long Term Settlement 1990 is not produced in this case to support the claim of extension of service.

10. The workman is not entitled to claim extension of service beyond the age of 58 based on customary concession or the Standing Orders, 1980 or the Long Term Settlement, 1990. Hence I find that the action of the management in not granting extension of service to the workman though medically fit is justified. So the workman is not entitled to any relief.

11. In the result an award is passed holding that the action of the management in not granting customary extension of service to Shri Marcose S, W No.1567, in spite of being medically fit, by two years from 01.08.2009 is justified and the workman is not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18<sup>th</sup> day of June, 2014.

D. SREEVALLABHAN, Presiding Officer

## APPENDIX

**Witnesses for the Union** - **NIL**

**Witnesses for the Management** - **NIL**

**Exhibits for the Union** - **NIL**

### Exhibits for the Management :

- M1 - True copy of the Standing Orders dated 21.05.1980
- M2 - True copy of the letter No.156/H3/89/ID dated 07.05.1990 of the Govt. of Kerala
- M3 - True copy of Profit and Loss Account for the year ended on 31.03.2007
- M4 - True copy of the letter No.PL/D/PER/1529/2003 dated 06.11.2003 addressed to Shri V N Ramachandran Pillai
- M5 - True copy of the letter No.PL/C/RET/1128/2006 dated 15.02.2006 addressed to Shri C. Venugopalan Nair
- M6 - True copy of the letter No.PL/D/PER/1529/2004 dated 04.11.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M7 - True copy of the letter No.PL/D/PER/1240/2004 dated 12.01.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M8 - True copy of the letter dated 03.02.2006 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M9 - True copy of the letter dated 08.05.2003 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M10 - True copy of the judgment dated 12.10.1994 in OP No.13568/1994-M of the Hon'ble High Court of Kerala, Ernakulam
- M11 - True copy of the Award dated 31.07.2009 in ID 23/2008 of the Hon'ble CGIT-cum-Labour Court, Ernakulam
- M12 - True copy of letter No.PL/D/RET/88 dated Nil addressed to the Materials Manager by the Deputy Manager(Personnel & Administration)
- M13 - True copy of Minutes of the union meeting held on 04.02.2007
- M14 - True copy of Minutes of the 344<sup>th</sup> meeting of the Board of Directors held on 25.06.2007

M15 - True copy of the MD's Order No. 23/2007 dated 05.07.2007.

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2105.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रवणकोर टाइटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 30/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-43012/9/2009-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2105.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 30/2009) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workman, which was received by the Central Government on 14/07/2014.

[No. L-43012/9/2009-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT :

Shri.D.Sreevallabhan, B.Sc., LL.B, Presiding Officer

(Wednesday the 18th day of June, 2014/28th Jyaishta, 1936)

#### ID 30/2009

Union : The General Secretary Titanium Products Labour Union INTUC House, Kunnumpuram Thiruvananthapuram-695001

Management : The Managing Director Travancore Titanium Products Ltd. Post Box No.1 Thiruvananthapuram - 695021

This case coming up for final hearing on 13.06.2014 and this Tribunal-cum-Labour Court on 18.06.2014 passed the following :

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), the Government of India/Ministry of Labour has referred the industrial dispute to this tribunal for adjudication as per Order No-L-43012/9/2009-IR(M) dated 18.08.2009.

#### 2. The dispute is :

“Whether the action of the management of M/s. Travancore Titanium Products, Trivandrum in not granting customary concession of extension of service to Shri P Vijayan, Work No.1736, in spite of being medically fit, by two years from 01.01.2009 is justified? What relief the workman is entitled to?”

3. After appearance union filed claim statement alleging that the management, after refusing the request made by the workman to continue in service upto the age of 60 years on medical fitness, removed him prematurely from service at the age of 58 in violation of clause 12(c) of the prevailing Standing Orders, Item No.34 of the Long Term Settlement dated 15.05.1990, the customary practice and all other norms regarding the retirement age and hence he is to be appropriately compensated for the loss of salary and other benefits.

4. Management filed written statement contending that a workman has no right to claim extension of service beyond the retirement age of 58 years and it is within the absolute discretion of the management to grant extension of service. No workman was given extension from April, 2007 to May, 2010 due to financial crisis. Management has not violated any of the rules and there is no question of any customary concession for granting extension. Identical industrial dispute was considered by this Tribunal in ID 23/2008 and it was found that the action of the management in not granting extension of service beyond the age of 58 years is legal and justified. The discretionary power of the management as per clause 12(c) of the Standing Orders was considered by the Hon'ble High Court of Kerala in OP No.13568/1994-M filed by one Mr.PM Kurian who was an employee of the management and the OP was dismissed after holding that clause 12(c) gives discretion to the management to extend the service upto a maximum period of two years if he is certified fit for such extended service and that even if a person is certified fit for such extended service that by itself is no reason to enable him to get extension since it is for the management to decide whether they should exercise their discretion and grant extension. The retirement age of the workman as per the Standing Orders, 1980 is 58 years and he



cannot as a matter of right claim extension of service and it is the management to decide whether he is to be granted extension beyond the retirement age. The workman had retired from service in accordance with the Rules and hence he is not entitled to any relief.

5. Union did not file any rejoinder in spite of the opportunity given for that purpose.

6. After the submission of the pleadings the case was adjourned for adducing evidence. In spite of several adjournments union was continuously absenting without any representation and hence set ex-parte. Management filed affidavit. The documents produced from the side of the management were marked as Exts.M1 to M15.

7. The dispute is as to the justifiability of the action of the management in not granting customary concession of extension of service to the workman for two years from 01.01.2009 even when he is medically fit. There is no specific plea with regard to any customary concession in the claim statement. In the written statement it is specifically contended that there is no customary concession enabling the workman to make claim for extension of service beyond the age of 58. Union has not adduced any evidence to prove it and there is no material to satisfy that there was any such customary concession for extension of service after the retirement age of 58 years. Ext.M11 is the copy of the judgment dated 31.07.2009 in ID 23/2008 of this Tribunal and from which it can be seen that it was also a matter in issue in that case and it was found by this Tribunal that there is no question of any customary concession as there are specific provisions in the Standing Orders as well as in the Long Term Settlement with regard to the extension of service beyond the age of 58. The union and the management in this case were parties in that case and hence the finding is binding since there is nothing to show that there was any challenge against that decision in that case and the same has not become final. There is no reason to hold that there is any customary concession which enables the workman to claim extension of service after the retirement age.

8. In para 5 of the claim statement it is specifically alleged that the claim of extension of service is as per clause 12(c) of the prevailing Standing Orders and Item No.34 of the Long Term Settlement dated 15.05.1990. The copy of the Standing Orders, 1980 was marked as Ext.M1 and clause 12(c) contained in it reads thus:

“A workman who is at present covered by the provisions of Standing Orders for workmen will retire on completion of the age of 58 and a workman who is now covered under the Standing Orders for staff will retire on completion of the age of 60. The management may however extend the service of a workman upto a maximum period of 2 years beyond

his normal age of retirement as given above, at the discretion of the Management if he is certified fit for such extended service by the ESI Medical Officer or such other competent authority in the case of those who are not covered by the ESI Act.”

9. It is expressly clear that it is the discretion of the management to allow a workman to continue after the age of 58 for a period of two years subject to the condition that he is medically fit. Even if he is medically fit then also it is left to the discretion of the management to grant extension of service. It was so held by the Hon'ble High Court of Kerala vide judgment dated 12.10.1994 in OP 13568/1994M, certified copy of which was marked as Ext.M10. Reliance was placed by this Tribunal on that judgment while deciding Ext.M11 case. From the wording in clause 12(c) itself it is apparently clear that the workman cannot claim extension of retirement age as of right and it is the absolute discretion of the management to grant extension of service. The Long Term Settlement 1990 is not produced in this case to support the claim of extension of service.

10. The workman is not entitled to claim extension of service beyond the age of 58 based on customary concession or the Standing Orders, 1980 or the Long Term Settlement, 1990. Hence I find that the action of the management in not granting extension of service to the workman though medically fit is justified. So the workman is not entitled to any relief.

11. In the result an award is passed holding that the action of the management in not granting customary extension of service to Shri P Vijayan, Work No.1736, in spite of being medically fit, by two years from 01.01.2009 is justified and the workman is not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of June, 2014.

D . SREEVALLABHAN, Presiding Officer

#### APPENDIX

**Witnesses for the Union** - **NIL**

**Witnesses for the Management** - **NIL**

**Exhibits for the Union** - **NIL**

#### **Exhibits for the Management :**

M1 - True copy of the Standing Orders dated 21.05.1980

M2 - True copy of the letter No.156/H3/89/ID dated 07.05.1990 of the Govt. of Kerala



- M3 - True copy of Profit and Loss Account for the year ended on 31.03.2007
- M4 - True copy of the letter No.PL/D/PER/1529/2003 dated 06.11.2003 addressed to Shri V N Ramachandran Pillai
- M5 - True copy of the letter No.PL/C/RET/1128/2006 dated 15.02.2006 addressed to Shri C. Venugopalan Nair
- M6 - True copy of the letter No.PL/D/PER/1529/2004 dated 04.11.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M7 - True copy of the letter No.PL/D/PER/1240/2004 dated 12.01.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M8 - True copy of the letter dated 03.02.2006 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M9 - True copy of the letter dated 08.05.2003 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M10 - True copy of the judgment dated 12.10.1994 in OP No.13568/1994-M of the Hon'ble High Court of Kerala, Ernakulam
- M11 - True copy of the Award dated 31.07.2009 in ID 23/2008 of the Hon'ble CGIT-cum-Labour Court, Ernakulam
- M12 - True copy of letter No.PL/D/RET/88 dated Nil addressed to the Materials Manager by the Deputy Manager(Personnel & Administration)
- M13 - True copy of Minutes of the union meeting held on 04.02.2007
- M14 - True copy of Minutes of the 344th meeting of the Board of Directors held on 25.06.2007
- M15 - True copy of the MD's Order No.23/2007 dated 05.07.2007

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2106.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल इन्शुरन्स कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 09/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-17012/9/2005-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2106.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 09/2006) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of National Insurance Company Limited and their workman, which was received by the Central Government on 14/07/2014.

[No. L-17012/9/2005-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated : 11th July, 2014

#### PRESENT :

Shri S. N. NAVALGUND, Presiding Officer

**CR No. 09/2006**

#### I Party :

Sh. B M Malagoudanavar,  
S/o Malagonda Malagoudanavar,  
H Sadashiva Photo Studio,  
K C Road, Chikkod (PO),  
Belagum Dist. – 591 201.

#### II Party :

The Regional Manager,  
National Insurance Company Limited,  
N0. 144, Subhram Complex,  
2nd Floor, M G Road,  
Bangalore – 560 001.

#### APPEARANCES :

I Party : Shri S. Ramesh, Advocate

II Party : Shri B. C. Avinash, Advocate

#### Order on the I Party application filed under Section 11 of ID Act dated 03.08.2011

1. The I Party in whose favour an Order was passed on his Interim Relief Application against the II Party to pay him Rs. 6937.00 by way of Interim Relief from the date of his application dated 16.07.2008 by order dated 08.04.2011 filed this application to strike down the defence of the II Party for non-compliance of the same supported by his affidavit wherein he has stated that the II Party which has been deliberately protracting the matter through this court

after holding the Domestic Enquiry as not fair and proper considered the interim relief application and passed the Order on 08.04.2011 directing the II Party to pay him interim relief at the monthly rate of Rs. 6937.00 from 16.07.2008 having intentionally failed to honour the same its defence deserves to be struck down. The learned advocate appearing for the II Party filed objection to this application the I Party having not come with clean hands and that this court has no jurisdiction to adjudicate this reference etc., touching the merits without highlighting as to how II Party without complying the Order passed by this court which is confirmed by the Hon'ble High Court can continue the proceedings on merits.

2. After hearing the arguments of the learned advocate appearing for the I party affording several opportunities to the II Party to comply the interim relief order on one or the other submissions made by its advocate though on 02.04.2014 there was no representation for the II Party one more opportunity was given till 21.04.2014 and as on that day also there was no representation for the II Party taking that he is not interested to pay the last adjournment cost and pay interim relief the matter came to be posted for orders on the application.

3. On appreciation of the facts and circumstances of the case and the attitude on the part of the II Party the application deserves to be allowed and consequently the reference has to be allowed for no evidence justifying the impugned action of the II Party in dismissing the services of the I Party for the following reasons :

### REASONS

4. In this reference by the Central Government for adjudication as to

“Whether the management of National Insurance Company Ltd. Is justified in dismissing the services of Sri Bhupal Malagouda Malagoudanavar from the Corporation. If not, to what relief the workman is entitled to?”

having regard to the specific allegations made by the I Party touching the fairness of the Domestic Enquiry after raising a Preliminary Issue as to

“Whether the Domestic Enquiry held against the I party by the II Party is fair and proper?”

and answering it in the Negative by order dated 18.10.2010 the application filed by the I Party for interim relief dated 16.07.2008 was taken up and by order dated 08.04.2011 the II Party was directed to pay the I Party interim relief @ Rs. 6937.00 per month from date of application. This order was challenged by the II Party before the Hon'ble High Court of Karnataka in W P No. 17725/2011 and same came to be dismissed confirming the order of this tribunal.

Subsequently, the counsel for the II Party filed an application seeking amendment to the counter statement touching the jurisdiction of this tribunal which came to be allowed by order dated 02.12.2011 and thereafter the counsel for the II Party in view of his additional contention taken touching the jurisdiction of this court filed an application to permit him to deposit the interim relief amount in any nationalized bank and to preserve it until the question of jurisdiction is decided and that application came to be dismissed by order dated 14.12.2011 and even that order was assailed by the Hon'ble High Court of Karnataka in W P No. 6571/2012 (L-RES) and same was withdrawn on 26.03.2012 by filing a Memo seeking leave to file an application before this tribunal not to release the entire sum to the I party and to withdraw a sum of Rs. 6937.00 every month prospectively and an application was later filed before this tribunal on 05.06.2012 and that application came to be dismissed with cost of Rs. 500.00 by order dated 10.09.2012 and there after several adjournments were taken submitting that a Writ appeal is preferred against the order of the single judge confirming the interim relief order passed by this tribunal and this court tough advised the II Party counsel to get Order of stay from the Hon'ble High Court in the Writ Appeal no action was taken or intimation is given in that regard Thus it shows the II Party is bent upon to somehow avoid payment of interim relief and to harass the I Party. Since the interim relief after holding the Domestic Enquiry conducted by the II Party as Not Fair and Proper is in the form of a Subsistence Allowance to the dismissed employee it would be very difficult for the dismissed employee to participate in the proceedings and to face the trial. Under these circumstances, the II Party which has deliberately avoided to pay the Interim Relief directed by this tribunal confirmed by the Hon'ble High Court cannot be permitted to lead evidence to justify the dismissal of the I party and the request made by the I Party under this application to strike off its defence is just and proper. In the result, I arrive at conclusion of allowing this application and to strike off the defence of the II Party.

5. Since as already adverted to by me above by order dated 18.10.2010 the Domestic Enquiry is held as Not Fair and Proper and II Party was called upon to prove the charge in view of the striking off its defence it cannot be permitted to lead evidence and thereby the situation leads to of no evidence to justify the impugned action of the II Party/management against the I Party the reference has to be allowed directing the II Party to reinstate the I Party in service with continuity of service and full backwages and all other consequential benefits. In the result, I pass the following

### ORDER

The application is allowed and striking off the defence of the II party the Reference is allowed holding

that the management of National Insurance Company Limited failed to justify its action of dismissing the services of Sh. Bhupal Malagouda Malagoudanavar from its services and that it is liable to reinstate him in Service with continuity of Service, full backwages and all other consequential benefits.

This Order shall be forwarded to the Ministry for publication treating as an Award

(Typed by U D C to my dictation, corrected and signed by me on 11th July 2014)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2107.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, दिल्ली के पंचाट (संदर्भ संख्या 1/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-11011/7/2002-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2107.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 1/2004) of the Central Government Industrial Tribunal/Labour Court No. 2, Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 14/07/2014.

[No. L-11011/7/2002-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, KARKADOOMA COURT COMPLEX, DELHI

#### PRESENT:

Shri HARBANSH KUMAR SAXENA

**ID No. 1/2004**

Sh. Rajinder Singh & Ors.

#### Versus

Airport Authority of India

#### AWARD

The Central Government in the Ministry of Labour vide notification No. L-11011/7/2002-IR(M) dated 11.12.2003 referred the following industrial Dispute to this tribunal for adjudication :

“Whether the Industrial dispute raised by Shri Rajinder Singh and 22 others (List at Annexure ‘A’) against the management of Airport Authority of India for reinstatement in service justified? If so, to what relief the workmen concerned are entitled and from which date ?”

On 19.01.04 reference was received in this tribunal. Which was register as I.D No 1/2004 and claimant were called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

**After service of notice workmen/Claimants appeared and filed claim statement on 15.03.2004. Wherein they submitted as follows :**

1. That the workmen have raised a dispute regarding their illegal termination of service which has been referred to this Hon’ble Court under L-7107117/2002 Dated 11.12.2003.

2. That Sh. Rajender Singh and 22 employees whose names are being given in the Annexure ‘A’ have served the management Airport Authority of India continuously on the post of Mali (Gardener) to their entire satisfaction . They were employees of Airport Authority and were performing duties incidental to work of Airport authority. They were employees of the management.

3. That the job of Mali is a part and parcel of the work of the management. The job of Horticulture is to being done on the premises of Airport Authority of India. The job of perennial nature. The workmen were working under the directions and control of the management.

4. That the so called contractors was only in name and they were changing from time to time. The workmen continued to perform the duties of Mali continuously. The so called contract was a sham. The payment was made by the management under whose direction and control the malis worked.

5. That they were paid Rs. 1,784 per month which was less than the minimum wages fixed by the appropriate government.

6. That the management at the time of appointment of the workmen and also during the tenure of service took the signature of the workmen against their will on blank sheets, vouchers and papers with revenue stamps. That

the workmen were made to sign as per the wishes of the management and in case of refusal they would have been thrown out of job.

7. That these workmen were not given legal facilities under the labour laws like appointment letters, leave, wages, casual leave at the time of giving salary the amount as not filled therein. The workmen complained several times but to no effect. Their helplessness was being exploited and when they did not comply their services were terminated by one Sh. R. S. Sharma on behalf of the management Sh. Sharma refused them duties and terminated on 02.02.1997 from their services. He also threatened the workmen of implicating them in service offences. In case they came to Airport that the workmen complained to the Labour Commissioner office through Delhi Zonal Udyog Karamchhari Sangh about their illegal termination and non payment of their wages.

8. That the workmen sent a demand notice dated 09.04.1997 but the management did not sent to reply nor gave the workmen duties. The Management did not pay wages to the workmen.

9. That while terminating the services of the workmen no chargesheet was given for their termination nor was section 25 (F) and 25(G) of I. D. Act complied with.

10. That the termination of service/Refusal of duty to the workmen on 02.02.1997 is illegal and in violation of Section 25(F) and 25 (G) of I.D. Act.

11. That the workmen are unemployed since the date of their termination from the services.

#### **PRAYER:**

It is, therefore, respectfully prayed that an award may kindly be passed awarding reinstatement with full back wages.

#### **In reply to claim statement management filed Written Statement. Wherein it is submitted as follows :**

1. That the present statement of claim filed by Sh. Rajinder Singh & Ors. through Delhi General Udyog Karamchhari Sangh is clearly a misuse and abuse of the process of this Hon'ble Tribunal. It is respectfully submitted that the workmen, with an ulterior motive have filed the present statement of claim which is based entirely on incorrect and distorted facts.

2. That the present statement of claim is liable to be dismissed as the same is vague and is not accompanied by any supporting documents. It is respectfully submitted that the workmen are claiming reinstatement, however, the statement of claim does not aver as to the date when the said Workmen have been alleged to have been employed

in the services of the Respondent Authority. The workmen with ulterior motive to mislead this Hon'ble Tribunal have concealed material facts and have not stated the date on which they were deployed with the respondent authority. It is respectfully submitted as has been held by the apex court in a catena of judgments that the statement of claim should be self sufficient and should disclose all the material facts upon which the Courts of Law can be asked to adjudicate upon the issues. In the absence of material information the present statement of claim cannot be entertained and hence the same is liable to be dismissed.

3. That Airport Authority of India is a statutory body established under the Airport Authority of India Act, 1994 for the purpose of maintenance and development of Airports. It is submitted that during the discharge of its ancillary activities the Respondent Management avails the services of various Contractors for providing manpower regarding certain works to be performed which are not perennial in nature.

4. That the workers are engaged for the performance of ancillary activities through Contractor under a written argument which is executed between the Respondent/management and the contractor. The said agreement is on a principal to principal basis and the Workmen so deployed under the contract are governed by the service conditions of the contractor who is the employer viz a viz such workmen claimants.

5. That in the present case also the workmen/claimants were employed by the Contractor and who alone retained all the control with respect to the deployment of a specific worker to a particular site or with respect to service conditions and the Respondent/Management had no say in these matters. It is respectfully submitted that the workers were governed by the terms and conditions of their respective contract of employment entered into between the Contractor and the Workmen/Claimants.

6. That the present reference has been made mechanically without proper application of mind and as such is liable to be dismissed. The workmen were deployed with the respondent authority through M/s Parliament Street Nursery. It is respectfully submitted that the alleged issue is with respect to termination of the services of the Workmen/Claimants which were deployed through the contractor. The contractor has not been made a party to the present proceedings, in the absence of which the present statement of claim cannot be adjudicated in a just and fair manner and hence the present statement of claim is liable to be dismissed.

In the light of the above, it is evident that the workers were never in the employment of the Respondent/Management and the claim of the workers for reinstatement and back wages against the answering respondent is entirely misconceived and liable to be rejected.



**PARAWISE REPLY:**

1. That the contents of para 1 of the statement of claim are misconceived. It is that the claimants have no cause of action against Respondent No. 2 as the claimant were never the employees of the answering respondent and the reference against Respondent No. 2 is bad in law and is liable to be struck down. It is respectfully submitted that the reference made by the appropriate Government is without application of mind and has been made in a casual manner. It is further submitted that the since the workmen were never in the employment of the respondent authority the issue of illegal termination at the behest of Respondent No. 2 does not arise.

2. That the contents of para 2 of the statement of claim are wrong and denied. It is respectfully submitted that the workers were never in the employment of the answering Respondent/Management. The claimants herein were engaged by the Contractor and were deployed at the premises of the answering Respondent/Management. It is further submitted that the claimant were the employees of the contractor for all purposes and intent and were deployed within the premises of the answering respondent in pursuant to the contract entered into between the answering respondent and the contractor. It is mischievous on the part of the claimants to rank themselves wrongfully as the employees of the answering respondent in order to claim wrongful reinstatement at the based of the answering respondent.

3. That the contents of para 3 of the statement of claim are wrong and denied. It is specifically denied that the job of horticulture is of perennial nature and is a part and parcel of the work of the respondent authority as alleged. It is submitted that the contract which was awarded to the contractor was a specialized contract and technical expertise was required to effectively discharge the contract. It is mischievous on the part of the claimants to have equated the work of horticulture with the job of a gardener. It is submitted that a contract was awarded to M/s Parliament Street Nursery for the development of Hort. Features at IGI Airport, New Delhi and also for the mass plantation of trees in the vicinity of IGI Airport. Under the aforesaid contract the contractor was allowed a period of five months for the development and Twelve months for maintenance. It is further denied that the workman were working under the control and directions of the respondent authority. It is respectfully submitted that the claimants were the employees of the contractor who deployed them within the premises of the answering respondent. The claimants were engaged by the contractor and were working under the instructions and directions of the contractor and the respondent authority exercised of the contractor and the respondent authority exercised no control on the specific worker/claimant.

4. That the contents of para 4 of the statement of claim are wrong and denied. It is respectfully submitted that the contract was perfectly valid and was in accordance with law and was not a sham agreement as alleged and the claimants are put to strict proof of the same.

5. That the contents of para 5 of the statement of claim are wrong and denied. It is respectfully submitted that the workmen were paid wages by the contractor in accordance with the minimum wages as fixed by Govt. of NCT of Delhi.

6. That the contents of para 6 of the statement of claim are wrong and denied. It is respectfully submitted that the workman were working for the contractor and management had no role to play at time of the appointment as it was the contractor who was the appointing authority with respect to the claimants. The contents of rest of the para under reply are denied for what of knowledge. It is further wrong to allege and taking the signature of workman at blank sheet/vouchers and papers with revenue stamp during the tenure of their services.

7. That the contents of para 7 of the statement of claim are wrong and denied. It is respectfully submitted that the workmen/claimants were never the employees of the answering respondent. The claimants were deployed at the premises of answering respondent under a contract. It is respectfully submitted that since there was no employer employees relationship between the respondent authority and the workmen/claimants, there was no question to issue appointment letters to the Workmen/claimants and neither the issue of leave, wages, casual leave arises against the answering respondent. The grievance whatsoever the claimants are raising can be raised only against the contractor and not against the respondent authority. The contention of the Workmen that the services of the Workmen were terminated by Sh. R. S. Sharma on behalf of respondent management on 02.02.1997 is devoid of substance and is denied as the services of the claimants can only be terminated by the contractor who alone had the power to terminate the services of its employees. It is respectfully submitted that since the Workmen were never in the employment of the respondent authority, the issue of termination of their services on behalf of the management does not arise.

8. That the contents of para 8 of the statement of claim are wrong and denied. It is denied that any demand notice has been served upon the respondent authority by the workmen. It is further submitted that wages have been paid to the Workmen/claimants as per minimum wages as prescribed by the appropriate authority.

9. & 10. That the content of para 9 and 10 are wrong and denied. It is respectfully submitted that the provisions of section 25 (F) and (G) of the Industrial disputes are not



applicable to the facts and circumstances of the present case. It is reiterated that since the Workmen were never the employees of the answering respondent the issue retrenchment of the workmen at the behest of the answering respondent does not arise.

11. That the contents of para 11 of the statement of claim are wrong and denied for the want of knowledge and claimants be put to strict proof of the same.

**Prayer :**

In view of the aforesaid, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to :

- (a) Reject the present terms of reference against respondent No. 2;
- (b) Dismiss the present statement of claim with cost and /or
- (c) Pass any other or further order (s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.

**Workmen/claimants in reply to aforesaid written statement filed rejoinder wherein they stated as follows :**

1. Para 1 is mis-conceived, vague imprecise and totally wrong. The reference has been made on the failure of the conciliation officer. Admittedly the workmen were working on the premises of the Airport Authority of India as Mali. They were in the employment of the Airport Authority of India from 5/95 and their services were terminated in 1997.

2. Para 2 is not admitted as correct and kind attention of the Hon'ble Tribunal is invited to the statement of claim. They were in the employment of the establishment from May, 1993. The list showing the date of employment is submitted as Annexure 'A'. Their services were terminated in 1997. The respondent has not denied that the workmen was working but their only case is that they were employees of the Contractor. The material information has been given in the Statement of claim.

3. Para 3 is not admitted as correct. The so called contractor is only on paper. Workmen were working on the lawns of the Airport Authority of India as Mali. As their services have been illegally terminated without any charge-sheet or compliance of section 35 F of Industrial Dispute Act.

4. Para 4 is totally wrong and is not admitted as correct. Respondent is put to strict proof.

5. Para 5 is not admitted as correct. The workmen were working under the direction and control of the Airport Authority of India Management. They were not working under the direct control of the contractor. No contract was entered between the Contractor and the workmen.

6. Para 6 is not admitted as correct. The reference has been made lawfully bringing out the real dispute between the parties. It is totally wrong that they were deployed through the Contractor. The workmen were in the employment of the management of Airport Authority of India working on the lawns of Airport Authority and were paid wages by Airport Authority of India.

**On Merits :**

1. Para 1 is not admitted as correct and para 1 of the statement of claim is re-affirmed. The reference cannot be challenged before the Labour Court Authority. The workmen were in the employment of the Respondent Airport Authority of India.

2. Para 2 is not admitted as correct and para 1 of the statement of claim is re-affirmed. Workmen were employees of the respondent Airport Authority of India. They were not engaged by the Contractor. It is correct that they were working on the premises of the Respondent. They not employees of the contractor. The respondent is put to strict proof.

3. Para 3 is not admitted as correct and para 1 of the statement of claim is re-affirmed. Horticulture is a part and parcel of the Airport Authority of India. The work is of perennial nature and it cannot be entrusted to the contractor. It is totally wrong that it was a specialized project. The rest of the para 1 is not admitted as correct. The workmen were working under the control of the Airport Authority of India. They were not in the employment of the contractor.

4. Para 4 is not admitted as correct and para 1 of the statement of claim is re-affirmed. The contract was sham.

5. Para 5 is not admitted as correct and para 1 of the statement of claim is re-affirmed.

6. Para 6 is not admitted as correct and para 1 of the statement of claim is re-affirmed. It is totally wrong that the workman were working for the Contractor. The management has no role to play at the time of appointment. The rest of the para is not admitted as correct. The respondent is put to strict proof.

7. Para 7 is not admitted as correct and para 1 of the statement of claim is re-affirmed. Workmen were employees of the respondent Airport Authority of India. They were not given any letter of appointment. The service were terminated by Sh. R.S. Sharma on behalf of management on 02.02.1997. The rest of the para is not admitted as correct. The respondent is put to strict proof.

8. Para 8 is not admitted as correct and para 1 of the statement of claim is re-affirmed. The demand notice was sent on 09.04.1997.

9 & 10. Para 9-10 is not admitted as correct and para 1 of the statement of claim is re-affirmed.

11. Para 11 is not admitted as correct and para 1 of the statement of claim is re-affirmed.

**On the basis of pleadings following issues have been framed by my Ld. predecessor on 02.03.06 :**

1. Whether the claimant were the employee as claimed?

2. Whether the workmen was contractor as claimed by Respondent (OPM).

3. Whether the job of the workmen was not of perennial in nature as claimed.

4. Whether the claim is not maintainable in view of perennial objection as per term of reference?

**Workman Sh. Rajendra Singh filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW1 on 19.10.2006. His examination-in-chief and cross-examination is as follows :**

I have filed my affidavit in my evidence. The same is Ex. WW1/A . It may be read as part of my evidence. The documents filed by me in my evidence are Ex. WW1/1 to Ex. WW1/

**XXXXXX By Sh.V.P. Gaur Advocate, A/R for management :**

I did not apply for the job. I was appointed by the Director. No interview was taken. However, I was deputed to the work. I have come to know through other co-workers there were vacancies for the job. There were some permanent employees already working on the jobs. I was assigned job initially in the month of June, 95. My attendance used to be marked in the register maintained for this purpose. I was paid salary monthly. There were many person whose name were written in the register. I cannot tell the number at present. I have placed the proof of my being engaged on the job in the case. I do not have the original of documents Ex. WW1/1 to 15. The employees were allowed entry in the Airport area. They have been issued Identity Card. I was given only Photostat of the I. Card. I was allowed entry for one month inside and I used to work outside in the Nursery for the respondent. It is correct that I did not enter inside Airport premises without I.Card i.e. to say I was not allowed entry without I. Card. At the time of my disengagement my salary was Rs. 1784 per month. I complained to the Director that I was not paid complete salary as per minimum wages Act and my salary was less. My signatures was obtained in Payment/salary register and I was paid salary against my signatures. I was given salary by K.P. Singh Director. He was accompanied by Junior Engineer who actually distributed the salary in

presence of K.P. Singh . I do not recollect the name of J.E. at the moment. I will tell his name as when I recollect the same I never worked under the /with the Contractor. The claim was prepared by my counsel at my instance. I never got written in my claim statement that its contractor a Shame contractor was engage under shame Contract. My affidavit was prepared at my instance and under my instructions by my counsel. It is correct that I mentioned in my affidavit that there was shame contractor under whom I used to work. I have mentioned correct facts in my affidavit . It is incorrect to suggest that I have filed a false affidavit. It is also incorrect to suggest that I made incorrect and false averments in my claim statement in this regard.

I made complaint to the Union and Union executed talk to the management . I do not recollect whether I have filed notice dated 09.04.97 on the case file. My services and of other employees were terminated/disengaged on 2.02.97. It is incorrect to suggest that I was not employee of the respondent and it is wrong to suggest that I was employee of contractor it is further incorrect to suggest that my services were terminated by the contractor on completion of contract.

I was not gainfully employed during the period of my unemployment. I remained almost unemployed except I got some work on daily wages to meet both ends. I got such work occasionally in the colony. I got work in a month for 10-12 days and by getting such work my wages were at the rate of Rs. 60 per day and my income were hardly Rs. 600. It is incorrect to suggest that I am gainfully employed after I am disengaged. My signatures were not obtained on any document at the time of my engaged by J.E. It is incorrect to suggest that I am deposing falsely.

**Workman Sh. Ramji Lal filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW2 on 17.10.2006. His examination-in-chief and cross-examination is as follows :**

I have not make any application for getting the job. I was not given any appointment letter. I was engaged initially on the job on 02.01.1994 . Entry was allowed in the Nursery inside Airport Authority without I.Card. I was paid my salary against my signatures on the Salary Register. I was given salary monthly. I was entitled to leave. I was given holidays on Sunday but Sunday holiday was not given if there was heavy work load. I worked under the Sahibs. The name of the Sahibs is S.P Singh. Shri R.S. Sharma Bare Sahib used to come sometimes only. Only one officer used to come on Sundays either Rakam Singh or S.P. Singh used to come on Sunday. On Holi and Dewali there used to be holiday. I did not avail leave as it was not needed. My signature was obtained at the time of my engagement on the paper as well as on the register. I was not given any appointment letter by the respondent officials. It is incorrect to say that I was not employee of /

under the respondent authority. It is also incorrect to suggest that I worked on contract basis under the contractor. I am not educated I do not know if I have mentioned in my claim or affidavit that I was kept under the Sham contractor confronted with portion A to A where this fact is so mentioned.

I was paid salary by the K.P. Singh Sahib. Salary was distributed by Rakam Singh by his own hand in presence of K.P. Singh Sahib. Sometime other Bare Sahib Sh. R.S. Sharma also used to come. I informed the union. Union might have given notice on my behalf to the management. I showed my ration card and given photo copy of the same for verification of my place of residence at the time of my engagement. I got the ration card but have not brought the same. It is incorrect to suggest that I do not possess any ration card. My services were disengaged by the management on 2nd of February, 97. There were many other employees whose services were also terminated on the same day. I was not disclosed any reason for my termination /disengagement of services. It is incorrect to suggest that I was not the employee of the respondent. It is also incorrect to suggest that I was under the contract on contract basis. It is further incorrect to suggest that the contract with the contractor expired and therefore my services were also terminated. It is incorrect to suggest that I am entitled to the relief claimed. I hardly get work 2-3 days in a month. I am not gainfully employed. My wife is working in kothis. My income is hardly 300 or Rs. 400 in a month. I did not get any work more than that in any month or year till today.

**Workman Sh. Satbir Chand filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW3 on 18.01.2007. His examination-in-chief and cross-examination is as follows :**

I have filed my affidavit in support of my case. The facts mentioned in my affidavit are true and correct. My affidavit be read as part of my statement. I be granted the relief claimed.

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

I was not given any letter of appointment . I was not given any letter of interview. I was appointed by Sh. K.P. Singh. I had gone to him through other co-workers working there. My other co-workers from my village has told me that there was vacancy with the respondent. I was given the Identity Card which is Ex. WW1/ original of the I. Card has been deposited with the respondent. I was appointed in the year 1993. No card was issued before 1996. I was removed after 03.12.96. Again said I was again issued I. Card for three months after 03.12.1996 and I worked upto 3.02.97. I was removed from the service thereafter. It is incorrect to suggest that my services were availed of by

the respondent through contractor and I was employee of the contractor. It is further incorrect to suggest that I was not the employee of the respondent. I do not know if any other person junior to me worked with the respondent or some other workers were also engaged by the respondent after my services were dispensed with. My attendance was marked and I was made payment. My attendance was worked by Sh. S.P. Singh. My signatures were obtained on a receipt at the time of making payment. Sh. K.P. Singhji used to make payment. Some other person were also present with me in the nursery at the time of making payment. S.P Singh was also present at the time of making payment of wages/salary. They only came for making payment. The above said officer Sh. K.P. Singh and Sh. S.P. Singh used to visit on other dates also. They also came for marking presence. Four five officers from the respondent used to visit in the Nursary I do not know their names. Permanent workers of the Airport Authority also work in the Nursary the permanent workers are Manphool, Ram Singh, Veeru and others. I do not recollect the names of other persons. It is incorrect to suggest that nobody was working as Gardener/Mali in the Nursary. I served a demand notice before filing this case. I gave the notice through the Union. I am member of the Union. I have got the subscription slips of the Member of the Union. It is incorrect to suggest that no demand notice was sent through it has been pointed out by the counsel for the respondent. I am doing some work of labour on wages. I earn Rs. 700 to Rs 800 from this work. I was not given any letter of termination of my service. It is incorrect to suggest that my case is wrong or that I am not entitled to the relief claimed.

**Workman Sh. Raju filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW4 on 09.04.2007. His examination-in-chief and cross-examination is as follows :**

I have filed my affidavit in evidence. The fact mentioned in my affidavit are true and correct. My affidavit is Ex. WW4/a .The same be read as part of my statement.

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

I am 47 years old at present. I was not given any appointment letter by the respondent. I applied for the job at Indira Gandhi Airport Terminal II. Some employee whose name was Hari has informed me about existence of vacancy. I am illiterate. I did not make any application for my engagement/appointment. My attendance was taken/ marked by first by Raj Kumar J.E. and then by R.S. Sharma on register. I used to get salary of Rs. 1200 P.M. Initially and later on I received salary of Rs. 1784 PM. My signatures were also obtained on voucher by Raj Kumar J.E. My services were dispensed with in the month of

February, 1997. I was appointed/engaged in the month of June, 1993. I was not medically examined at the time of my appointment. I was not given any interview letter. I was taken by the employee to the office when I was assigned the job/put on job. It is incorrect to suggest that I was not called by and on behalf of Airport Authority or that I was engaged/appointed by respondent Airport Authority. It is incorrect to suggest that I was not paid salary by respondent Airport Authority or that my attendance was not marked by Airport Authority. I was issued ESI Card but the same was withdrawn or taken back after two months during my entire period of engagement. I was issued ESI Card after 4-5 of E.S.I. card is not available with me now. Facility of P.F. was not available to me. About 20 gardeners were working alongwith me. All of them also received salary after obtaining their signatures on the register. I did not issue any demand notice before filing of this case. I am member of the Labour Union. I do not recollect the name of the union now. I am not doing any work after my services were terminated. I am depending on arms. It is incorrect to suggest that I am deposing falsely. It is incorrect that averments made in my affidavit are wrong and false.

**Workman Sh. Ved Pal filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW5 on 11.04.2007. His examination-in-chief and cross-examination is as follows :**

I have filed my affidavit in my evidence alongwith copies of documents. The facts mentioned in my affidavit are true and correct. My affidavit bears my signatures at points A. My affidavit is Ex. WW5/A and copies of documents Ex. WW5/1 to 6 be reads as part of my statement in my evidence. I am entitled to the relief claimed. I be given same.

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

I was not given any appointment letter. I was not issued any I Card by the respondent. ESI facilities were also not available to me i.e. to say I was not given any ESI facility. I used to orally tell S.P. Singh whence I took leave. I was informed by one boy whose name I do not remember about existence of vacancy in the respondent. I was introduced by that boy to S.P. Singh J.E. I did not apply for the job. However, I furnished copy of ration card as demanded by S.P. Singh. I was engaged on 05.03.95. My services were dispensed with on 02.02.1997. My attendance were marked in a attendance register after taking attendance we were sent on site for work. My signatures were obtained on a ticket on a blank paper at the time of making payment of my wages/salary. My signatures were not obtained on any other document except on the blank

paper. I do not know if union has given any notice before initiating these proceedings. I am members of Bhartya Mazdoor Sangh Union. Workman produces a membership subscription which is taken on record as WW5/X. It is incorrect to suggest that the union Delhi General Udyog Karamchari Sangh of which the prescription slip has been produced in not the union of Airport Authority. It is incorrect to say that this Union D.G.U.K.S. is not authorized to enroll employees of Airport Authority as its members. It is incorrect to suggest that I was not employed by respondent Airport Authority. I was not medically examined at the time of my engagement/employment. It is incorrect to suggest that maintenance of plants and trees in the premises of Airport Authority is done through contractor. I am not doing any work. I had worked as a mazdoor/daily wager of doing the job of Construction Labour sometimes and was given Rs. 50 Rs. 60 per day whenever the work was available. Thus I earned Rs. 300 in a month as and when I got the work but after doing the work for about 2 months I developed some Hair disease and I stopped doing this work on the advise of my father. It is incorrect to suggest that I have not worked at any point of time with the respondent or with any contractor of the respondent. I do not know if entry is permitted in the premises of respondent Airport Authority without gate pass/I. card. It is incorrect to suggest that I have filed a wrong case and false affidavit or that I am not entitled to the relief claimed.

**Workman Sh. Srikishan filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW6 on 26.07.2007. His examination-in-chief and cross-examination is as follows :**

I have filed my affidavit as well as copies of documents. The facts mentioned in my affidavit are true and correct. My affidavit bears my signatures at point A. My affidavit is Ex. WW6/A and Document I. Card is mark X. My affidavit and document mark X be read in evidence as part of my statement. I am entitled to the relief claimed. I be given the same.

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

It is incorrect to suggest that I have worked in M/s Rambo Land Horticulture. The original of mark X has been taken back by Sh. H.P. Singh, J.E. who had issued the same. Mark A has been issued by respondent Airport Authority. It is incorrect to suggest that mark A was issued by Airport Authority. I had worked upto 28th February, 97. I was not issued any appointment letter. I had not given any application for employing me on the job. Sometimes my signature were obtained on plain papers at the time of making payments. And sometimes my signatures were obtained on the payment register. My attendance was used to be marked in the register. Sh. H.P. Singh used to



take my attendance. Other workers names were also mentioned in the attendance register. Other workers whose names were written in the register were Narinder, Dinesh, Shashi, Ram Singh, Veeru Names of others person were not mentioned besides me. I was not issued any termination letter. I have not given any notice before filing this case. My name was written along with the permanent workman employed in the Airport. My name was written after the names of the permanent employees in the register. Three workmen namely Ram Sewak, Ram Singh and Veeru were permanent and their name was written in the register. I do not know in what manner the permanent workmen were paid wages. But I was given wages after obtaining my signatures sometimes on blank paper and sometimes on the payment register. I have no other copy of the I. Card except marked X. It is incorrect to suggest that I was not engaged /employed by respondent Airport Authority at any point of time or that my services have not been terminated by Airport Authority . It is wrong to suggest that I have filed false affidavit and raised a false claim. It is incorrect to suggest that I am deposing falsely.

**Workman Sh. Pardeep Kumar filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW7 on 26.07.2007. His examination-in-chief and cross-examination is as follows :**

I have filed my affidavit in evidence. The facts mentioned in my affidavit are true and correct. My affidavit is Ex. WW7/A. My signatures appears at point A on my affidavit.

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

I was not issued /given any appointment letter. I had not given any application for employing/engaging me. I was issued identity card but the same was taken back. I do not have any copy of the I. Card now. My attendance was used to be marked by J.E. along with other three persons whose names are Raju, Hari, and Pardeep . Permanent workmen were not working with us. Our wages was being on obtaining our signatures on the payment register. Raj Kumar J.E. along with Deputy Director R.S. Sharma and Rakam Singh J.E. used to come to make payment to me/us. It is incorrect to suggest that I was not paid wages by any employee of the Airport Authority. It is wrong to suggest that I was not engaged or employed by Airport Authority at any point of time. My ration card was taken from me and kept by the Raj Kumar J.E. I have not brought the ration card or photocopy of ration card. I come to know that some vacancies were lying vacant with the management though other co villagers who were their workers. I have not worked under the contractor. I do not know if any contract was given for maintenance of plantation and horticulture. I do not know if some contract agency by the name of M/s Rambo Land Horticulture was

doing the work of maintenance and plantation etc. I also do not know if any contract was given for maintenance of parliament street nursery. I had not given any notice before initiating the proceedings. It is incorrect to suggest that no gardener was engaged by the Airport Authority during the period from 1995 onwards. I do not have any documentary proof of my having being engaged and worked with the respondent as claimed. My name is not registered with employment exchange. I was not medically examined before my alleged engagement. It is incorrect to suggest that I am deposing falsely. It is incorrect to suggest that I was never engaged or employed by respondent as mali as claimed.

**Workman Islam Khan filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW8 on 31.10.2007. His examination-in-chief and cross-examination is as follows :**

I have filed my affidavit in this case. The facts mentioned in my affidavit are true and correct. My affidavit bears my signatures at points A to A. My affidavit is Ex. WW8/A. I am entitled to the relief claimed. Same be given to me.

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

I was not given any appointment letter in writing. Vol. I was only verbally asked to come to work. I was not interviewed. I was not issued any identity Card. I had seen the notice on the notice board that some vacancies on the Nursery that some vacancies for the post were available and therefore, I contacted the concerned officer Sh. K.P. Singh Sahib and showed him my papers, ration card etc. He kept me on duty and asked me to work. I have studied up to 6th class. I can read Hindi. Mr. K.P. Singh obtained my signatures on the register and allowed me to work. I do not know any contractor . I did not see persons of contractor working there. I do not recollect if I had moved any application of leave at any point of time. I do not recollect if my signatures were obtained on blank paper or not. I did not submit any demand letter or after I was sent. I filed this case after my services were terminated. There were permanent workers working on the job also. There were permanent Gardeners besides myself. Name of one of the permanent workers are Beeru. I do not recollect if Beeru used to mark his attendance in which I used to mark my attendance. My signatures were obtained on payment registers as and when wages/salary were paid to me. I used to receive salary at the end of the month. I used to get salary of Rs. 1784/- a month. Earlier I used to receive salary of about Rs. 1300/- and something. Sh. K.P. Singh used to pay the salary . Mr. K.P. Singh used to pay salary. Mr. K.P. Singh used to pay salary to all the Gardeners. He used to obtain our signatures. Along with Sh. K.P. Singh, S.P. Singh , Rakam Singh JE used to come.



It is incorrect to suggest that Sh. K.P. Singh did not come to distribute salary. It is further incorrect to suggest that he used to come to verify if we were paid wages by the contractor or not. I used to work in the parks outside airport authority premises and therefore, I was not required to obtain the Daily permit. Some other person who used to go inside were issued permit. It is incorrect to suggest that I have filed a false case.

**Workman Sh. Bhanwar Singh filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW9 on 19.08.2010. His examination-in-chief and cross-examination is as follows :**

I tender in evidence my affidavit which is exhibit WW9/A. The affidavit has been signed by me at points A & B on page 4 of my affidavit. The same may be read as my statement in this case.

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

I have got through the cross-examination done on workmen Rajinder Singh WW1 and I have no objection if the said cross-examination is read and used in this case in my case as well. I have no appointment letter, identity card and gate pass with me as such documents were never issued to me by the management. I earn about Rs. 2000 per month on average from manual job done by me ever since the date of termination. It is wrong to suggest that I have no case against the management or that I am not entitled to any thing from the management.

**Workman Sh. Ashok Kumar filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW10 on 04.03.2011. His examination-in-chief and cross-examination is as follows :**

I tender in evidence my affidavit by way of examination in chief. It is signed by me at points A and B. It is Ex. WW10/A . The same be read as part of my statement .

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

(I adopt the cross-examination done of workman Rajinder Singh WW1 in this case as well with the consent of A/R of the workman). I am not in possession of any appointment letter showing my appointment by the management . Apart from the documents placed on record in this case I am not in possession of any other document.

**Workman Sh. Sita Ram filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW11 on 04.03.2011. His examination-in-chief and cross-examination is as follows :**

I tender in evidence my affidavit by way of examination in chief. It is signed by me at points A and B. It is Ex. WW11/A . The same be read as part of my statement .

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

(I adopt the cross-examination done of workman Rajinder Singh WW1 in this case as well with the consent of A/R of the workman). I am not in possession of any appointment letter showing my appointment by the management . Apart from the documents placed on record in this case I am not in possession of any other document.

**Workman Sh. Jagdish filed his affidavit on 09.03.2005. He tendered his affidavit by producing himself as WW12 on 04.03.2011. His examination-in-chief and cross-examination is as follows :**

I tender in evidence my affidavit by way of examination in chief. It is signed by me at points A and B. It is Ex. WW12/A. The same be read as part of my statement.

**XXXX : By Sh. V. P. Gaur, A/R for the management :**

(I adopt the cross-examination done of workman Rajinder Singh WW1 in this case as well with the consent of A/R of the workman). I am not in possession of any appointment letter showing my appointment by the management . Apart from the documents placed on record in this case I am not in possession of any other document.

**In support of its case management filed affidavit of MW1 Captain Sudhir Malik on 08.08. 2011. Wherein he stated as follows :**

1. That the deponent is the SM(Horticulture) Airports Authority of India, office of Regional Executive Director , Northern Region, Rangpuri, New Delhi and as such is well conversant with the facts of the case and fully competent and authorized to depose the present affidavit.

2. That the Airport Authority of India invited tender for the work of horticulture from time to time, the many contractors applied for the same but the tender was awarded to M/s Rainbow Land Scape & Horticulture Services vide agreement dated 07.10.93 for executing the work per the "Schedule of the work" of the contract for the Horticulture work to be maintained on unit rate basis meaning thereby that the said contractor had to provide the services to the Respondent at the specific rate and that the contractor had to execute the work as per the "Schedule of Work" of aforesaid contract. The photocopy of one such letter dated 20.08.1993 of award and Schedule of work is Ex. RW1/1 , agreement dated 07.10.93 is exhibited as Ex. RW. ½ (Colly) , a copy of attendance register of

contract labour was also supplied by the contractor and the same is marked as Ex. RW1/3.

3. That the respondent awarded fresh tender after expiring of the previous contract to Mr. Harcharn Singh, C-53, Jangpura –B, Near Rajdoot Hotel, New Delhi vide agreement dated 24.08.94 on the same terms and conditions for executing the work as per the “Schedule of the work” of the Horticulture work on same unit rate basis. The photocopy of a letter dated 15.07.1994/ 18.07.1994 issued by the Respondent to the contractor is Ex. RW1/4, agreement dated 24.08.1994 along with terms and conditions are marked as Ex. RW1/5 colly, a letter issued by 07.07.1994 is Ex. RW1/6 along with copy of attendance register supplied by the contractor is marked as Ex. RW1/7.

4. That the Respondent, after expiry the previous contract with Mr. Harcharan Singh awarded the tender to M/s Parliament Street Nursery, Purana Quilla Road, New Delhi -110001 vide agreement dated 04.10.94 for executing the work as per the “Schedule of the Work” of the contract for the Horticulture work to be maintained on unit rate basis to provide the services to the Airport Authority of India at the specific rate to execute the work. The photocopy of letter dated 30.09.1994 whereby allowed the contractor to start the work is marked as Ex. RW1/8, agreement dated 04.10.94 along with terms and conditions are exhibited as Ex. RW.1/9 Colly, the contractor issued a certificate dated 07.07.1995 along with copy of attendance sheet is marked as Ex. RW1/10 Colly.

5. That the Respondent again awarded fresh tender to M/S Parliament Street Nursery, Purana Quilla Road, New Delhi 110001 vide agreement dated 14.07.95 for executing the work as per the “Schedule of the Work” of the contract for the Horticulture work to be maintained on unit rate basis meaning thereby that the contractors had to provide the services to the Airport Authority of India at the specific rate, in this regard a Letter dated 06.07.1995 was issued by the Respondent and the same is already on record and marked as Ex. RW1/11 and also on 14.07.95 an agreement was signed with the contractor. A Copy of letter dated 06.07.1995 is marked as Ex. RW1/12 and a copy of agreement dated 14.07.1995 is marked as Ex. RW1/13. The contractor M/s. Parliament Street Nursery issued a letter dated 08.08.1996 along with attendance sheet of the contract labour is marked as Ex. RW1/14 Colly.

6. I further say that as per the agreements with the contractors the respondent was giving the specific amount as mentioned in the agreement to the contractors who in turn engaged workmen supervise their work and paid the wages to its workmen, also the contractor provided tools where they were deployed by the contractor. The contract was awarded on the basis of tenders and in case a new contractor was given job contract, the contractor used to

bring his own labour and the Respondent had no role to play/say in this regard. I further say that as the petitioner /claimants were not under the employment of the respondent at any point of time, therefore the question to giving pay less than the minimum wages or any wages to the petitioners/claimants did not arise at all.

7. I further say that contractors were responsible for executing the work as per the conditions of the contract and were liable to pay minimum wages as per law. I further say that no complaint was ever received from the workers deputed by the contractors at the site regarding payment and/ or any other problem regarding their services at any time during the contract period.

8. I say that the claimants were not under the employment of the respondents as such question of payment of wages or salary to them does not arise at all. In fact the contractor is only responsible to make payment in case of any outstanding dues of the claimants.

9. I say that no official person of Airport Authority of India refused any contract labour to do the job assigned to them/deployed by the Contractors, it is hereby clarified that Airport Authority of India had no authority to assign any job to any contract labour.

10. I say that work of gardening was awarded to different contractors in different period from time who were maintaining and looking after gardening work under agreements.

11. I say that the contractors submitted the attendance register of their contract labour for the purpose of record and issuing Entry Card, the same has already placed on court record.

12. I say that the claimants have no right to file statement of claim for reinstatement in service with full back wages against Airport Authority of India as there was no contract of employment with the claimants and no employer and employee relationship ever existed between the parties.

13. His affidavit was tendered and MW1 Sh. Rakam Singh was cross-examined by Ld. A/R for workman.

**Workmen filed written arguments on 02.04.2014 which is introduced on record.**

#### **WRITTEN SUBMISSIONS ON BEHALF OF AIRPORT AUTHORITY OF INDIA**

1. That the captioned matter is pending for adjudication before this Hon'ble Court and the same is listed on 01.05.2014 for filing of written argument.

2. The Governemnt of India, Ministry of Labour and Employment referred the following dispute vide order

No. L-11011/8/2002 IR(M) dated 11.12.2003 for adjudication before this Hon'ble Industrial Tribunal :-

“Whether the industrial dispute raised by Sh. Rajender Singh and 22 others (List of Annexure ‘A’) against the management of Airport Authority of India for reinstatement in services justified? If so, to what relief the workmen concerned are entitled and from which date?”

3. That the claimants filed the statement of claim and Airport Authority of India replied to the same categorically denying the allegations alleged in claim statement. Thereafter, the Hon'ble Tribunal allowed both the parties to lead their evidence and after concluding the evidence was pleased to fix the matter for final arguments.

4. At the outset it brought to the notice of this Hon'ble Tribunal that 23 claimants had preferred the statement of claims as also filed their evidence by way of affidavit in support of the said statement of claims however, only 12 claimants have appeared for cross-examination. The list of claimants which have appeared cross-examination are enumerated below :

- (i) Rajender Singh-WW/1
- (ii) Ramji Lal – WW/2
- (iii) Satbir- WW/3
- (iv) Raju –WW/4
- (v) Vedpal-WW/5
- (vi) Sri Krishan-WW/6
- (vii) Pradeep Kumar-WW/7
- (viii) Islam Khan-WW/8
- (ix) Bhanwar Singh-WW/9
- (x) Ashok Kumar-WW/10
- (xi) Sita Ram-WW/11
- (xii) Jagdish Prasad-WW/12

It is trite law that evidence tendered in examination-in-chief not being subjected to cross-examination due to willful non-appearance of a witness cannot be read as credible evidence and thus other claimants which defaulted in presenting themselves for cross-examination have no claim before the Hon'ble Tribunal.

5. That the claimants have failed to establish employer-employee relationship with the Airport Authority of India which is sine qua non for considering the claims of the workmen under the Industrial Dispute Act, 1947. In

this regard it is submitted that the Claimants have not produced any evidence in support of their length of service with the Airport Authority of India nor prayed for summoning the attendant as witness or the payment register of the contractor. In fact, the Airport Authority of India had engaged an independent contractor for performance of horticulture work and it was the prerogative of the Contractor to get the work executed. The Airport Authority of India has also placed agreement entered between the contractors during the evidence of the Management and same stand exhibited as Ex. RW1/1, RW1/2, RW1/3, RW1/4, RW1/5 and 9.

6. That from the bare reading of the agreements for contract of labour placed on record by the Airport Authority of India, the following facts arise :

- (i) Two claimants namely Pradeep Kumar and Naresh Kumar were employed for October, November and December, 1995 with Parliament Street Nursery Contractor.
- (ii) Claimant Rajender was employed with Rainbow Landscape & Horticulture Contractor for March, April, May & June, 1994.
- (iii) Mr. Sashi and Islam were employed by sh. Harcharn Singh, Contractor from 21.07.1995 to 31.08.1995 as per the available record.

From the above mentioned facts, it is clear that these five claimants have not even worked for 240 days in a calendar year. Apart from these five claimants, the others claimants have neither produced any substantial material or evidence for establishing the factum of their employment with the Airport Authority of India at any point in time nor have they summoned any record of attendance register, muster roll, salary payment slips and personal files for establishing the same.

7. That in similar circumstances, the Hon'ble Supreme Court of India in the decision of Range Forest Officer Vs. S.T. Hadimani 2002 (3) SCC 25 has held that onus of proof lies on claimant in absence of salary receipts on record, that he was in employment and mere filing evidence by way of affidavit, being only his statement in his favour, is not sufficient evidence for the Tribunal to arrive at a conclusion that the claimant workmen had, in fact, worked for 240 days in the year preceding his termination. The relevant portion of judgment is reproduced hereinbelow:-

“3 In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case

of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or Tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside”.

8. Also in *Bank of Baroda Vs. Ghemarbhai Harjibhai Rabari* 2005 (10) SCC 792, the Hon’ble Supreme Court has observed that the onus of proof that a claimant was in employment of a management primarily lies on person who claims to be a workman and degree of proof required would depend upon the facts and circumstances of each case. The relevant portion of the said judgment is extracted below :

“6 Before the Division Bench of the High Court the Bank had relied on a judgment of this Court in the case of *Range forest Officer Vs. S. T. Hadimani* which judgment was distinguished by the High Court in the impugned order by holding that unlike in that case, in the present case the employee had by cogent evidence established that he had worked as a driver of the car of the Bank for the period from July 1994 to October 1995.”

xxxxx

8... there is no doubt in law that the burden of proof that a claimant was in the employment of a management, primarily lies on the workman who claims to be a workman, the degree of such proof so required, would vary from case to case.

Pertinently, the operative decision of the Hon’ble Supreme Court in *Bank of Baroda* (supra) does not apply to the facts of the case at hand in as much as the workman had produced receipts for the period from July 1994 to October 1995 which were issued against salary, apart from his own statement as evidence and further the said amount was debited from the account of Bank from which the workmen had claimed. In the present matter, the Claimants have failed to produce any document in support of their length of service except making bare statements in affidavit on evidence. Therefore, facts in the instant matter are squarely covered by the judgment of the Hon’ble Supreme Court in *Range Forest Officer* (Supra) and the final decision in *Bank of Baroda* (supra) cannot be applied to the present claim.

9. It is relevant to note that similar view has been taken by the Hon’ble Supreme Court while rendering the

decision in *Reserve Bank of India Vs. S. Mani* 2005 (5) SCC 100 after placing reliance on the decision in *Range Forest Officer* (supra). The relevant portion of the said decision reads as under :

“Filing of an affidavit is only his own statement in his favor be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. (para no. 30 and 31).

... The purported circumstantial evidence relied on by the Tribunal to hold that the workmen had completed 240 days of work is wholly irrelevant for the purpose of considering as to whether the respondents have completed 240 days or services or not; a party to the list may or may not succeed in its defence. (para 34, 35 and 36)...”

10. In *R.M. Yelleti Vs. Asst. Executive Engineer* 2006 (1) SCC 106, the Hon’ble Apex Court held that other cogent evidence is required to be on record besides the affidavit in evidence of the workmen establishing the factum of his employment with the management. The relevant para of the said decision is extracted below:-

“This is not a case where allegations of the workman are founded merely on an affidavit. He has produced cogent evidence in support of his case. The workman was working in SD-1. Athani and Ext. W-1 was issued by the former Assistant Executive Engineer, Hipparagi Dam Construction Division No. 1, Athani 591 304. In that case defence of the management was that although Ext. W-1 refers to the period 22.11.1988 to 20.06.1994, the workman had not worked as a daily-wager on all days during that period. If so, the management was duty bound to produce before the labour court the nominal muster rolls for the relevant period, particularly when it was summoned to do so. We are not placing this Judgment on the shifting of the burden. We are not placing this case on drawing of adverse inference. In the present case we are of the view that he had worked for 240 days in a given year was supported by the certificate (Ex. W-1). In the Circumstances, the Division Bench of the High Court had erred in interfering with the concurrent findings of fact.”

From the perusal of the above, it is crystal clear that in *R.M. Yellatti* (supra), the Hon’ble Supreme Court was faced with a scenario where the claimant workman had produced cogent evidence in form of Ext. W-1 (Certificate of employment issued by Executive Engineer) apart from the affidavit in evidence. The facts in *R.M. Yellatti* (Supra) are distinguishable from the case at hand as the claimants herein have not produced even a single piece of paper except bare statement in their affidavit in



evidence and therefore, said decision is not applicable to the present case.

11. That the Airport Authority of India has by producing written contract signed by them with the Independent Contractor has clearly established that it has no employee-employer with the Claimants and in fact genuine relationship was with the Contractor who had been awarded work for completion of the contract assigned to it.

12. That the claimants have submitted that contract between AAI and the contractors were sham but have failed to substantiate the same with reliable evidence contravening the same. It is further clarified that none of the terms of the agreement entered into with the Contractor has been violated by the Answering Respondent.

13. That the claimants have not produced any cogent evidence to show that they had ever work with either the Airport Authority of India or that the Contract entered into between principal Airport Authority of India and contractor employer was a sham.

In the light of above discussion, it is prayed that claim of the claimants are being devoid of merit and being untenable in the eyes of law is liable to be rejected with exemplary cost.

In the light of contentions and counter contentions I perused the pleadings of claim statement, written statement rejoinder and evidences of the parties, principle laid down in the cited rulings by Ld. A/R's for the parties as well as settled law of Hon'ble Supreme court and Hon'ble Delhi High Court .

Perusal of record makes it crystal clear that reference in respect of 23 workmen has been referred to this tribunal for adjudication . All the 23 workmen filed their claim statement and in support of their claim statement they filed their evidence by way of filing their affidavit in this tribunal. Out of 23 workmen only following workmen produced themselves for cross-examination:-

- (i) Rajender Singh-WW/1
- (ii) Ramji Lal – WW/2
- (iii) Satbir- WW/3
- (iv) Raju –WW/4
- (v) Vedpal-WW/5
- (vi) Sri Krishan-WW/6
- (vii) Pradeep Kumar-WW/7
- (viii) Islam Khan-WW/8
- (ix) Bhanwar Singh-WW/9

- (x) Ashok Kumar-WW/10
- (xi) Sita Ram-WW/11
- (xii) Jagdish Prasad-WW/12

So, other workmen who defaulted in not presenting themselves for cross-examination have deprived the management to challenge the veracity of their version given by them by way of filing affidavits.

**In this background workmen can be divided under two categories :**

(1) The workmen who only pleaded and filed their affidavit in their evidence but not produced themselves for cross-examination. They are as follows :

- 1. Sh. Prakash
- 2. Sh. Hari Prasad
- 3. Sh. Naresh
- 4. Sh. Narender
- 5. Sh. Rakesh Padmali
- 6. Sh. Dinesh
- 7. Sh. Hari Ram
- 8. Sh. Jai Bhagwan
- 9. Sh. Jit Singh
- 10. Shri Kant
- 11. Sh. Shashi

Without their cross-examination their evidence in support of claim statement cannot be deemed to be evidence in support of claim statement in true sense.

In addition to it claim statement of workmen must be supported by credible and reliable evidence which is wanting in the instant case. In respect of these workmen. So, they are entitled to no relief. Hence reference is liable to be decided against workmen Sh. Prakash, Sh. Hari Prasad, Sh. Naresh, Sh. Narender, Sh. Rakesh Padmali, Sh. Dinesh, Sh. Hari Ram, Sh. Jai Bhagwan, Sh. Jit Singh, Shri Kant, Sh. Shashi and in favour of management. Which is accordingly decided.

Now I am dealing with the case of workmen who filed claim statement, alongwith their affidavit in their evidence and produced themselves for cross examination. They are as follows:-

- (i) Rajender Singh-WW/1
- (ii) Ramji Lal – WW/2

- (iii) Satbir- WW/3
- (iv) Raju –WW/4
- (v) Vedpal-WW/5
- (vi) Sri Krishan-WW/6
- (vii) Pradeep Kumar-WW/7
- (viii) Islam Khan-WW/8
- (ix) Bhanwar Singh-WW/9
- (x) Ashok Kumar-WW/10
- (xi) Sita Ram-WW/11
- (xii) Jagdish Prasad-WW/12

Their case will be decided on the basis of evidence adduced by workmen as well as evidence of management. On the basis burden of proof of question of determination No.1 mentioned in schedule of reference.

In schedule of reference question of determination No. 1 is mentioned as follows :

“Whether the Industrial dispute raised by Shri Rajender Singh and 22 others (List at Annexure ‘A’ ) against the management of Airport Authority of India for reinstatement in service justified ?”

Which in itself indicates that burden to prove aforesaid question of determination is on workmen.

To prove the aforesaid question of determination workmen adduced their oral evidence which is not supported by any documentary evidence. Although workmen is stated that no documentary evidence is in their possession. Management through its evidence tried to prove that workmen Sh. Pradeep Kumar employed for October, November and December, 1995 with parliament street Nursery contractor.

Workmen Sh. Rajender Singh was employed with Rainbow Landscape and Horticulture contractor for March, April and June 1994.

Workmen Islam was employed by Sh. Hari Charan Contractor from 21.07.1995 to 31.08.1995.

Aforesaid evidence of management is based as per available record as alleged by management. So, this cannot be deemed to be perfect rebuttal evidence.

On the point of question of determination No. 1 whether aforesaid workmen has not completed continuous work for 240 days in a calendar year.

In these circumstances there is possibility of non-tracing out of record which may show that aforesaid

workmen have completed their service continuously for 240 days in a calendar year.

In these circumstances I am of considered that workmen Sh. Pradeep Kumar, Sh. Rajender Singh and Islam have proved their case of completing their service for a period of 240 days in a calendar year. So, question of determination No. 1 is liable to be decided in favour of them and against management. So, for other workers namely Sh. Ramji Lal , Sh. Satbir , Sh. Raju, Sh. Vedpal, Sri Krishan , Sh. Bhanwar Singh, Sh. Ashok Kumar , Sita Ram and Jagdish Prasad is concerned they have not proved their case through their reliable and credible evidence on the point of completion of their service continuously for 240 days in calendar year nor they tried to move an application under Section 11(3) ID Act to summon the record which may show that they worked for management for period more than 240 days continuously in a calendar year.

In these circumstances this tribunal has no option except to decide the question of determination No.1 against aforesaid workmen and in favour of management.

In the light of contentions and counter contentions I perused the settled law of Hon’ble Supreme court on the point of reinstatement and grant of back wages which shows that reinstatement is not a necessary consequence wherever termination is held illegal. Depending upon the facts of each case a suitable compensation can be awarded. In Assistant Engineer, Rajasthan Dev. Corporation and Anr Vs. Gitam Singh, (2013)II LLJ 141 Hon’ble Supreme Court has held that reinstatement of workman with continuity of service and 25% back wages was not proper in the facts and circumstances of the case and the compensation of Rs.50,000 (Rs. Fifty Thousand Only) shall meet the ends of justice. In Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Anr. AIR 2009 Supreme Court 3004, Hon’ble Supreme Court held thus “the award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded.” In catena of Judgments, Hon’ble Supreme Court has taken a view that reinstatement is not automatic, merely because the termination is illegal or in contravention of S-25-F of the Industrial Dispute Act. In Talwara Co-operative credit and service society Limited Vs. Sushil Kumar (2008) 9 SCC 486, Hon’ble Supreme Court held thus,” grant of relief of reinstatement, it is trite, is not automatic. Grant of back wages is also not automatic.”

Workmen of the instant case was not appointed by following due procedure and as per rules. They had rendered service with the respondent as a casual workers, thus. Compensation of Rs. 50,000 (Rs. Fifty thousand

only) by way of damages as compensation to the workmen/claimants by Management after expiry of period of limitation of available remedy against Award. That will meet the ends of Justice.

Thus Reference is decided in favour of workmen Sh. Pradeep Kumar, Sh. Rajender Singh and Islam Khan and against 20 workmen Sh. Prakash, Sh. Hari Prasad, Sh. Naresh, Sh. Narender, Sh. Rakesh Padmali, Sh. Dinesh, Sh. Hari Ram, Sh. Jai Bhagwan, Sh. Jit Singh, Sh. Kant, Sh. Shashi, Sh. Ramji Lal, Sh. Satbir, Sh. Raju, Sh. Vedpal, Sri Krishan, Bhanwar Singh, Ashok Kumar, Sh. Sita Ram and Sh. Jagdish Prasad as well as against management.

Award is accordingly passed.

Dated:-17.06.2014

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 26 अगस्त, 2014

**का.आ. 2108.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बोकारो स्टील प्लांट (सैल) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (कॉम्प. संख्या 9/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-43011/9/2011-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 26th August, 2014

**S.O. 2108.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Comp. No. 9/2013) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bokaro Steel Plant (SAIL) and their workman, which was received by the Central Government on 12/05/2014.

[No. L-43011/9/2011-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.

IN THE MATTER OF A COMPLAINT U/S 33 (A) OF  
I.D. ACT, 1947.

**COMP. NO. 9/2013**

( Arising out of Ref. 50/2011)

Ministry's Order No. L-43011/9/2011 IR(M)

D.C.Gohain

General Secretary

Jharkhand Kirantikari Mazdoor Union

... Complainant

**Vs.**

C.E.O

M/s. Bokaro Steel Ltd. (SAIL)

Adm. Building

Bokaro Steel City Bokaro

... Opp. Party

#### PRESENT:

Sri Ranjan Kumar Saran, Presiding officer

#### APPEARANCES:

For Complainant : Sri K.K.Mishra, Advocate  
Sri D.C.Gohain Rep.

For Opp. Party : Sri D. Mukherjee Advocate

State : Jharkhand.

Industry : Steel

Dated. : 8th April, 2014

#### AWARD

2. The present complaint arises out of Ref. Case No. 50/2011. The Reference case is for regularization of contract labourer who are rendering services to the management through contractors. It is submitted by the learned counsel for the workman, the management during the pendency of the reference case is planning or even disengage some of the workmen. Therefore prays protection.

3. This Tribunal without passing any interim order in the reference case disposed the complaint case observing that the management shall not disengage any workmen who are rendering services to the management and who are listed workmen in the reference case. If it is so needed for any other reason, the management to remove the same, taking permission of this Tribunal.

This is my award

R.K.SARAN, Presiding Officer

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2109.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रावणकोर टाइटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के

पंचाट (संदर्भ संख्या 34/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-43012/12/2009-आईआर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2109.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 34/2009) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workman, which was received by the Central Government on 14/07/2014.

[No. L-43012/12/2009-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT:

Shri.D.Sreevallabhan, B.Sc., LL.B, Presiding Officer

(Wednesday the 18th day of June, 2014/28th Jyaishta, 1936)

#### ID 34/2009

Union : The General Secretary  
Titanium Products Labour Union  
INTUC House, Kunnumpuram  
Thiruvananthapuram-695001

Management : The Managing Director  
Travancore Titanium  
Products Ltd.,  
Post Box No. 1,  
Thiruvananthapuram - 695021

This case coming up for final hearing on 13.06.2014 and this Tribunal-cum-Labour Court on 18.06.2014 passed the following :

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), the Government of India/Ministry of Labour has referred the industrial dispute to this tribunal for adjudication as per Order No-L-43012/12/2009-IR(M) dated 16.09.2009.

#### 2. The dispute is:

“Whether the action of the management of M/s. Travancore Titanium Products, Trivandrum in not granting customary concession of extension of service to Shri V Vikraman Nair, Work No.1675, in spite of being medically fit, by two years from 01.06.2009 is justified? What relief the workman is entitled to?”

3. After appearance union filed claim statement alleging that the management, after refusing the request made by the workman to continue in service upto the age of 60 years on medical fitness, removed him prematurely from service at the age of 58 in violation of clause 12(c) of the prevailing Standing Orders, Item No.34 of the Long Term Settlement dated 15.05.1990, the customary practice and all other norms regarding the retirement age and hence he is to be appropriately compensated for the loss of salary and other benefits.

4. Management filed written statement contending that a workman has no right to claim extension of service beyond the retirement age of 58 years and it is within the absolute discretion of the management to grant extension of service. No workman was given extension from April, 2007 to May, 2010 due to financial crisis. Management has not violated any of the rules and there is no question of any customary concession for granting extension. Identical industrial dispute was considered by this Tribunal in ID 23/2008 and it was found that the action of the management in not granting extension of service beyond the age of 58 years is legal and justified. The discretionary power of the management as per clause 12(c) of the Standing Orders was considered by the Hon'ble High Court of Kerala in OP No.13568/1994-M filed by one Mr.PM Kurian who was an employee of the management and the OP was dismissed after holding that clause 12(c) gives discretion to the management to extend the service upto a maximum period of two years if he is certified fit for such extended service and that even if a person is certified fit for such extended service that by itself is no reason to enable him to get extension since it is for the management to decide whether they should exercise their discretion and grant extension. The retirement age of the workman as per the Standing Orders, 1980 is 58 years and he cannot as a matter of right claim extension of service and it is the management to decide whether he is to be granted extension beyond the retirement age. The workman had retired from service in accordance with the Rules and hence he is not entitled to any relief.

5. Union did not file any rejoinder inspite of the opportunity given for that purpose.

6. After the submission of the pleadings the case was adjourned for adducing evidence. Inspite of several



adjournments union was continuously absenting without any representation and hence set ex-parte. Management filed affidavit. The documents produced from the side of the management were marked as Exts.M1 to M15.

7. The dispute is as to the justifiability of the action of the management in not granting customary concession of extension of service to the workman for two years from 01.06.2009 even when he is medically fit. There is no specific plea with regard to any customary concession in the claim statement. In the written statement it is specifically contended that there is no customary concession enabling the workman to make claim for extension of service beyond the age of 58. Union has not adduced any evidence to prove it and there is no material to satisfy that there was any such customary concession for extension of service after the retirement age of 58 years. Ext.M11 is the copy of the judgment dated 31.07.2009 in ID 23/2008 of this Tribunal and from which it can be seen that it was also a matter in issue in that case and it was found by this Tribunal that there is no question of any customary concession as there are specific provisions in the Standing Orders as well as in the Long Term Settlement with regard to the extension of service beyond the age of 58. The union and the management in this case were parties in that case and hence the finding is binding since there is nothing to show that there was any challenge against that decision in that case and the same has not become final. There is no reason to hold that there is any customary concession which enables the workman to claim extension of service after the retirement age.

8. In para 5 of the claim statement it is specifically alleged that the claim of extension of service is as per clause 12(c) of the prevailing Standing Orders and Item No.34 of the Long Term Settlement dated 15.05.1990. The copy of the Standing Orders, 1980 was marked as Ext.M1 and clause 12(c) contained in it reads thus:

“A workman who is at present covered by the provisions of Standing Orders for workmen will retire on completion of the age of 58 and a workman who is now covered under the Standing Orders for staff will retire on completion of the age of 60. The management may however extend the service of a workman upto a maximum period of 2 years beyond his normal age of retirement as given above, at the discretion of the Management if he is certified fit for such extended service by the ESI Medical Officer or such other competent authority in the case of those who are not covered by the ESI Act.”

9. It is expressly clear that it is the discretion of the management to allow a workman to continue after the age of 58 for a period of two years subject to the condition that he is medically fit. Even if he is medically fit then also it is left to the discretion of the management to

grant extension of service. It was so held by the Hon'ble High Court of Kerala vide judgment dated 12.10.1994 in OP 13568/1994M, certified copy of which was marked as Ext.M10. Reliance was placed by this Tribunal on that judgment while deciding Ext.M11 case. From the wording in clause 12(c) itself it is apparently clear that the workman cannot claim extension of retirement age as of right and it is the absolute discretion of the management to grant extension of service. The Long Term Settlement 1990 is not produced in this case to support the claim of extension of service.

10. The workman is not entitled to claim extension of service beyond the age of 58 based on customary concession or the Standing Orders, 1980 or the Long Term Settlement, 1990. Hence I find that the action of the management in not granting extension of service to the workman though medically fit is justified. So the workman is not entitled to any relief.

11. In the result an award is passed holding that the action of the management in not granting customary extension of service to Shri V Vikraman Nair, Work No.1675, in spite of being medically fit, by two years from 01.06.2009 is justified and the workman is not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18<sup>th</sup> day of June, 2014.

D. SREEVALLABHAN, Presiding Officer

#### APPENDIX

**Witnesses for the Union** - **NIL**

**Witnesses for the Management** - **NIL**

**Exhibits for the Union** - **NIL**

#### **Exhibits for the Management :**

- M1 - True copy of the Standing Orders dated 21.05.1980
- M2 - True copy of the letter No.156/H3/89/ID dated 07.05.1990 of the Govt. of Kerala
- M3 - True copy of Profit and Loss Account for the year ended on 31.03.2007
- M4 - True copy of the letter No.PL/D/PER/1529/2003 dated 06.11.2003 addressed to Shri V N Ramachandran Pillai
- M5 - True copy of the letter No.PL/C/RET/1128/2006 dated 15.02.2006 addressed to Shri C Venugopalan Nair

- M6 - True copy of the letter No.PL/D/PER/1529/2004 dated 04.11.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M7 - True copy of the letter No.PL/D/PER/1240/2004 dated 12.01.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M8 - True copy of the letter dated 03.02.2006 addressed to the Chief Production Manager by the Manager (Personnel & Administration)
- M9 - True copy of the letter dated 08.05.2003 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M10 - True copy of the judgment dated 12.10.1994 in OP No.13568/1994-M of the Hon'ble High Court of Kerala, Ernakulam
- M11 - True copy of the Award dated 31.07.2009 in ID 23/2008 of the Hon'ble CGIT-cum-Labour Court, Ernakulam
- M12 - True copy of letter No.PL/D/RET/88 dated Nil addressed to the Materials Manager by the Deputy Manager(Personnel & Administration)
- M13 - True copy of Minutes of the union meeting held on 04.02.2007
- M14 - True copy of Minutes of the 344<sup>th</sup> meeting of the Board of Directors held on 25.06.2007
- M15 - True copy of the MD's Order No.23/2007 dated 05.07.2007

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2110.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कारपोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 51/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-42012/1/2005-आईआर ( एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2110.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2005) of the Central Government Industrial Tribunal/Labour

Court, Jabalpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Warehousing Corporation and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-42012/1/2005-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/51/05

SHRI R.B.PATLE, Presiding Officer

Shri Bhole Kumar Prajapati,  
S/o Shri Paramlal Prajapati  
Behind Gayatri Shaktipeeth Temple,  
Harijan Marg,  
Chhattarpur (MP)

... Workman

#### Versus

Regional Manager,  
Central Warehousing Corporation,  
Regional Office, 52-53, Amar Niwas,  
New Market, T.T.Nagar,  
Bhopal (MP)

... Management

#### AWARD

Passed on this 27th day of June 2014

1. As per letter dated 1-6-05 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42012/1/2005-IR(M). The dispute under reference relates to:

“Whether the action of the management of Regional Manager, Central Warehousing Corporation, Regional office, Bhopal MP in terminating the services of Shri Bhole Kumar Prajapati S/o Shri Paramlal Prajapati, Ex-Daily rated mazdoor w.e.f. 30-7-03 is justified? If not, to what relief the concerned workman is entitled ?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 3/1 to 3/5. Case of workman is that his father was permanent employee in CWC Katni. Workman was engaged as casual labour on monthly wages in June 2000. That experience of working in Ware Housing for considerable period. He holds qualification BA. He claims

to be appointed as permanent employee. He belongs to SC. That he was performing various types of work maintenance of valuation of stock for insurance valuation, maintaining attendance. That workman was receiving monthly salary Rs.1823/- per month. The salary was disbursed in obtaining receipts in fictitious name. Workman claims to have completed 240 days continuous service. That on 29-7-03 due to some misunderstanding about delivery of food grain bags to some purchaser in Abram Morenjee godown. Management was prejudiced against him. His services were discontinued from 30-7-03. Workman had approached repeatedly management to allow him on duty but his request was not accepted. Workman submits that his services are terminated in violation of Section 25-F of I.D.Act. he claims appropriate directions against IInd party.

3. IInd party filed Written Statement at page 8/1 to 8/2. IInd party denied claim of workman. It is submitted by IInd party that it is a Government of India Undertaking incorporated under the Act of parliament. The Corporation has framed its own recruitment rules notified in Gazette of India. No recruitment can be made in violation of such rules. There is selection committee for recruitment of the candidate. Workman was not given appointment letter. There was no question of termination of his services. Workman was engaged as casual labour. There is no employer employee relationship. Workman was engaged as per exigencies on day to day basis. Management needs casual labor as per availability of work in Ware House. There was no question of termination of service of workman in violation of Section 25-F of I.D.Act. On such contentions, IInd party prays for rejection of claim.

4. Rejoinder is filed by workman. It is contented by workman that he was not engaged as casual labour. He was appointed against clear vacant post. Workman was paid salary Rs. 60.67 from 1-6-00 to 29-6-03. He was engaged for maintenance of vouchers for insurance valuation. That after his termination, department appointed many casual labours who are still working.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Regional Manager, Central Warehousing Corporation, Regional office, Bhopal MP in terminating the services of Shri Bhole Kumar Prajapati S/o Shri Paramlal Prajapati, Ex-Daily rated	In Negative
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mazdoor w.e.f. 30-7-03 is justified?

(ii) If not, what relief the workman is entitled to?"	As per final order.
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### REASONS

6. Workman contending that he was engaged as casual labour against vacant post in June 2000. His services are terminated in violation of section 25-F of I.D.Act from 30-7-03. His termination is illegal. He prays for appropriate direction i.e. reinstatement. The claim of workman is denied by management claiming that workman was casually engaged on day to day basis. There is no question of termination of service in violation of Section 25-F of I.D.Act. workman filed affidavit of his evidence covering his contentions in statement of claim that he was engaged on monthly wages in June 2000. He was working against vacant post till 29-7-03. His services are terminated in violation of section 25-F. he was not issued notice. Other casual employees are engaged. Workman has stated details of his working in Para-17 of his affidavit. That he is unemployed after termination of his service. It is matter of surprise that IInd party counsel failed to cross-examine workman. Counsel for IInd party also did not take care to adduce evidence of management. The evidence of workman was closed on 29-7-2013. Management's evidence was closed on 26-2-2014. Thus the contentions of management are not supported by evidence. Workman in Para-4 of his statement of claim has stated that prior to his joining as casual labour from June 2000 had acquired enough knowledge and experience. It is clear from his pleadings that he was engaged as casual labour. Workman has not produced any evidence about post he was engaged was lying vacant. He has not produced evidence about his appointment against permanent post. His pleadings and evidence are silent about his selection following recruitment process. However the evidence of workman remained unchallenged. He continuously worked for more than 240 days preceding his termination. Workman was working from June 2000 till 29-7-03 for a period of 4 years.

7. Learned counsel for workman Shri Abhilash Dey submitted bunch of citations. 1999 AIR-SC-1540, 2005-AIR (SC)2175, 2013-SCJ (7)274, 2009 –AIR (SC)-3004, 2013 MPLJ (1) 380, 204 AIR(SC)-1188 & 2013 LAWS (CHH) 1-54. I have gone through the ratio held in all those cases. In case of Praveen Kumar Jain- 50 % back wages were allowed confirming reinstatement. In case of Lal Singh Ram Singh Rajpur appeal was allowed setting aside impugned judgment and affirm the order of learned single judge in Writ petition No. 12089 of 1998 dated 30-6-99 granting continuity of service to the workman. Benefit of reinstatement would be granted by Labour Court and Single Judge was confirmed.

The facts of present case not comparable. Workman was not appointed following recruitment rules. He was engaged as casual labour on daily wages. Employment would not justify his reinstatement. The recent trend of Apex Court is reasonable compensation should be awarded in such cases. For reasons discussed above, I record my finding in Point No.1 in Negative. Considering the period of working and nature of employment on daily wages, award is passed as under:-

- (1) The action of the management of Regional Manager, Central Warehousing Corporation, Regional Office, Bhopal MP in terminating the services of Shri Bhole Kumar Prajapati S/o Shri Paramlal Prajapati, Ex-Daily rated mazdoor w.e.f. 30-7-03 is not proper and legal.
- (2) IInd party is directed to pay compensation Rs. 1 Lakh to the workman within 30 days from the date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2111.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रावणकोर टाइटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबंधित के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 42/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-43012/16/2009-आईआर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2111.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2009) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-43012/16/2009-IR (M)]

JOHAN TOPNO, Under Secy.

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT:

Shri.D. Sreevallabhan, B.Sc., LL.B, Presiding Officer

(Wednesday the 18th day of June, 2014/28th Jyaishtha, 1936)

#### ID 42/2009

Union : The General Secretary,  
Titanium Products Labour Union  
INTUC House, Kunnumpuram  
Thiruvananthapuram - 695001

Management : The Managing Director,  
Travancore Titanium Products Ltd.  
Post Box No. 1,  
Thiruvananthapuram - 695021

This case coming up for final hearing on 13.06.2014 and this Tribunal-cum-Labour Court on 18.06.2014 passed the following:

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), the Government of India/Ministry of Labour has referred the industrial dispute to this tribunal for adjudication as per Order No. L-43012/16/2009-IR(M) dated 28.10.2009.

#### 2. The dispute is :

“Whether the action of the management of M/s. Travancore Titanium Products, Trivandrum in not granting customary concession of extension of service to Shri Raveendran T M, Work No.1732, by two years from 01.10.2009 in spite of being medically fit is justified? What relief the workman is entitled to ?”

3. After appearance union filed claim statement alleging that the management, after refusing the request made by the workman to continue in service upto the age of 60 years on medical fitness, removed him prematurely from service at the age of 58 in violation of clause 12(c) of the prevailing Standing Orders, Item No.34 of the Long Term Settlement dated 15.05.1990, the customary practice and all other norms regarding the retirement age and hence he is to be appropriately compensated for the loss of salary and other benefits.



4. Management filed written statement contending that a workman has no right to claim extension of service beyond the retirement age of 58 years and it is within the absolute discretion of the management to grant extension of service. No workman was given extension from April, 2007 to May, 2010 due to financial crisis. Management has not violated any of the rules and there is no question of any customary concession for granting extension. Identical industrial dispute was considered by this Tribunal in ID 23/2008 and it was found that the action of the management in not granting extension of service beyond the age of 58 years is legal and justified. The discretionary power of the management as per clause 12(c) of the Standing Orders was considered by the Hon'ble High Court of Kerala in OP No.13568/1994-M filed by one Mr.P M Kurian who was an employee of the management and the OP was dismissed after holding that clause 12(c) gives discretion to the management to extend the service upto a maximum period of two years if he is certified fit for such extended service and that even if a person is certified fit for such extended service that by itself is no reason to enable him to get extension since it is for the management to decide whether they should exercise their discretion and grant extension. The retirement age of the workman as per the Standing Orders, 1980 is 58 years and he cannot as a matter of right claim extension of service and it is the management to decide whether he is to be granted extension beyond the retirement age. The workman had retired from service in accordance with the Rules and hence he is not entitled to any relief.

5. Union did not file any rejoinder in spite of the opportunity given for that purpose.

6. After the submission of the pleadings the case was adjourned for adducing evidence. In spite of several adjournments union was continuously absenting without any representation and hence set ex-parte. Management filed affidavit. The documents produced from the side of the management were marked as Exts.M1 to M15.

7. The dispute is as to the justifiability of the action of the management in not granting customary concession of extension of service to the workman for two years from 01.10.2009 even when he is medically fit. There is no specific plea with regard to any customary concession in the claim statement. In the written statement it is specifically contended that there is no customary concession enabling the workman to make claim for extension of service beyond the age of 58. Union has not adduced any evidence to prove it and there is no material to satisfy that there was any such customary concession for extension of service after the retirement age of 58 years. Ext.M11 is the copy of the judgment dated 31.07.2009 in ID 23/2008 of this Tribunal and from which it can be seen that it was also a matter in issue in that case and it was

found by this Tribunal that there is no question of any customary concession as there are specific provisions in the Standing Orders as well as in the Long Term Settlement with regard to the extension of service beyond the age of 58. The union and the management in this case were parties in that case and hence the finding is binding since there is nothing to show that there was any challenge against that decision in that case and the same has not become final. There is no reason to hold that there is any customary concession which enables the workman to claim extension of service after the retirement age.

8. In para 5 of the claim statement it is specifically alleged that the claim of extension of service is as per clause 12(c) of the prevailing Standing Orders and Item No.34 of the Long Term Settlement dated 15.05.1990. The copy of the Standing Orders, 1980 was marked as Ext.M1 and clause 12(c) contained in it reads thus:

“A workman who is at present covered by the provisions of Standing Orders for workmen will retire on completion of the age of 58 and a workman who is now covered under the Standing Orders for staff will retire on completion of the age of 60. The management may however extend the service of a workman upto a maximum period of 2 years beyond his normal age of retirement as given above, at the discretion of the Management if he is certified fit for such extended service by the ESI Medical Officer or such other competent authority in the case of those who are not covered by the ESI Act.”

9. It is expressly clear that it is the discretion of the management to allow a workman to continue after the age of 58 for a period of two years subject to the condition that he is medically fit. Even if he is medically fit then also it is left to the discretion of the management to grant extension of service. It was so held by the Hon'ble High Court of Kerala vide judgment dated 12.10.1994 in OP 13568/1994M, certified copy of which was marked as Ext.M10. Reliance was placed by this Tribunal on that judgment while deciding Ext.M11 case. From the wording in clause 12(c) itself it is apparently clear that the workman cannot claim extension of retirement age as of right and it is the absolute discretion of the management to grant extension of service. The Long Term Settlement 1990 is not produced in this case to support the claim of extension of service.

10. The workman is not entitled to claim extension of service beyond the age of 58 based on customary concession or the Standing Orders, 1980 or the Long Term Settlement, 1990. Hence I find that the action of the management in not granting extension of service to the workman though medically fit is justified. So the workman is not entitled to any relief.

11. In the result an award is passed holding that the action of the management in not granting customary extension of service to Shri Raveendran T M, W No.1732, in spite of being medically fit, by two years from 01.10.2009 is justified and the workman is not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of June, 2014.

D. SREEVALLABHAN, Presiding Officer

#### APPENDIX

Witnesses for the Union - NIL

Witnesses for the Management - NIL

Exhibits for the Union - NIL

#### Exhibits for the Management :

- M1 - True copy of the Standing Orders dated 21.05.1980
- M2 - True copy of the letter No.156/H3/89/ID dated 07.05.1990 of the Govt. of Kerala
- M3 - True copy of Profit and Loss Account for the year ended on 31.03.2007
- M4 - True copy of the letter No.PL/D/PER/1529/2003 dated 06.11.2003 addressed to Shri V N Ramachandran Pillai
- M5 - True copy of the letter No.PL/C/RET/1128/2006 dated 15.02.2006 addressed to Shri C Venugopalan Nair
- M6 - True copy of the letter No.PL/D/PER/1529/2004 dated 04.11.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M7 - True copy of the letter No.PL/D/PER/1240/2004 dated 12.01.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M8 - True copy of the letter dated 03.02.2006 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M9 - True copy of the letter dated 08.05.2003 addressed to the Chief Production Manager by the Manager(Personnel & Administration)

- M10 - True copy of the judgment dated 12.10.1994 in OP No.13568/1994-M of the Hon'ble High Court of Kerala, Ernakulam
- M11 - True copy of the Award dated 31.07.2009 in ID 23/2008 of the Hon'ble CGIT-cum-Labour Court, Ernakulam
- M12 - True copy of letter No.PL/D/RET/88 dated Nil addressed to the Materials Manager by the Deputy Manager(Personnel & Administration)
- M13 - True copy of Minutes of the union meeting held on 04.02.2007
- M14 - True copy of Minutes of the 344th meeting of the Board of Directors held on 25.06.2007
- M15 - True copy of the MD's Order No.23/2007 dated 05.07.2007

D. SREEVALLABHAN, Presiding Officer

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2112.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रावणकोर टाइटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 41/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[ सं. एल-43012/18/2009-आईआर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2112.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2009) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-43012/18/2009-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM**

**PRESENT :**

Shri.D.Sreevallabhan, B.Sc., LL.B, Presiding Officer  
(Wednesday the 18th day of June, 2014/28th Jyaishtha,  
1936)

**ID 41/2009**

Union : The General Secretary,  
Titanium Products Labour Union  
INTUC House, Kunnumpuram  
Thiruvananthapuram - 695001

Management : The Managing Director,  
Travancore Titanium Products Ltd.  
Post Box No. 1,  
Thiruvananthapuram - 695021

This case coming up for final hearing on 13.06.2014  
and this Tribunal-cum-Labour Court on 18.06.2014 passed  
the following :

**AWARD**

In exercise of the powers conferred by clause (d) of  
sub-section(1) and sub-section (2A) of Section 10 of  
the Industrial Disputes Act, 1947(14 of 1947), the  
Government of India/Ministry of Labour has referred the  
industrial dispute to this tribunal for adjudication as per  
Order No-L-43012/18/2009-IR(M) dated 28.10.2009.

## 2. The dispute is :

“Whether the action of the management of M/s  
Travancore Titanium Products, Trivandrum in not  
granting customary concession of extension of  
service to Shri J Muthupilla Chettiar, W. No.1300, by  
two years from 01.6.2009 in spite of being medically  
fit is justified? What relief the workman is entitled  
to ?”

3. After appearance union filed claim statement  
alleging that the management, after refusing the request  
made by the workman to continue in service upto the age  
of 60 years on medical fitness, removed him prematurely  
from service at the age of 58 in violation of clause 12(c) of  
the prevailing Standing Orders, Item No.34 of the Long  
Term Settlement dated 15.05.1990, the customary practice  
and all other norms regarding the retirement age and hence  
he is to be appropriately compensated for the loss of salary  
and other benefits.

4. Management filed written statement contending  
that a workman has no right to claim extension of service  
beyond the retirement age of 58 years and it is within the  
absolute discretion of the management to grant extension  
of service. No workman was given extension from April,  
2007 to May, 2010 due to financial crisis. Management  
has not violated any of the rules and there is no question

of any customary concession for granting extension.  
Identical industrial dispute was considered by this  
Tribunal in ID 23/2008 and it was found that the action of  
the management in not granting extension of service  
beyond the age of 58 years is legal and justified. The  
discretionary power of the management as per clause 12(c)  
of the Standing Orders was considered by the Hon'ble  
High Court of Kerala in OP No.13568/1994-M filed by one  
Mr.PM Kurian who was an employee of the management  
and the OP was dismissed after holding that clause 12(c)  
gives discretion to the management to extend the service  
upto a maximum period of two years if he is certified fit for  
such extended service and that even if a person is certified  
fit for such extended service that by itself is no reason to  
enable him to get extension since it is for the management  
to decide whether they should exercise their discretion  
and grant extension. The retirement age of the workman  
as per the Standing Orders, 1980 is 58 years and he  
cannot as a matter of right claim extension of service and  
it is the management to decide whether he is to be granted  
extension beyond the retirement age. The workman had  
retired from service in accordance with the Rules and  
hence he is not entitled to any relief.

5. Union did not file any rejoinder in spite of the  
opportunity given for that purpose.

6. After the submission of the pleadings the case  
was adjourned for adducing evidence. In spite of several  
adjournments union was continuously absenting without  
any representation and hence set ex-parte. Management  
filed affidavit. The documents produced from the side of  
the management were marked as Exts.M1 to M15.

7. The dispute is as to the justifiability of the action  
of the management in not granting customary concession  
of extension of service to the workman for two years from  
01.06.2009 even when he is medically fit. There is no  
specific plea with regard to any customary concession in  
the claim statement. In the written statement it is  
specifically contended that there is no customary  
concession enabling the workman to make claim for  
extension of service beyond the age of 58. Union has not  
adduced any evidence to prove it and there is no material  
to satisfy that there was any such customary concession  
for extension of service after the retirement age of 58 years.  
Ext.M11 is the copy of the judgment dated 31.07.2009 in  
ID 23/2008 of this Tribunal and from which it can be seen  
that it was also a matter in issue in that case and it was  
found by this Tribunal that there is no question of any  
customary concession as there are specific provisions in  
the Standing Orders as well as in the Long Term Settlement  
with regard to the extension of service beyond the age of  
58. The union and the management in this case were parties  
in that case and hence the finding is binding since there is  
nothing to show that there was any challenge against that  
decision in that case and the same has not become final.

There is no reason to hold that there is any customary concession which enables the workman to claim extension of service after the retirement age.

8. In para 5 of the claim statement it is specifically alleged that the claim of extension of service is as per clause 12(c) of the prevailing Standing Orders and Item No.34 of the Long Term Settlement dated 15.05.1990. The copy of the Standing Orders, 1980 was marked as Ext.M1 and clause 12(c) contained in it reads thus:

“A workman who is at present covered by the provisions of Standing Orders for workmen will retire on completion of the age of 58 and a workman who is now covered under the Standing Orders for staff will retire on completion of the age of 60. The management may however extend the service of a workman upto a maximum period of 2 years beyond his normal age of retirement as given above, at the discretion of the Management if he is certified fit for such extended service by the ESI Medical Officer or such other competent authority in the case of those who are not covered by the ESI Act.”

9. It is expressly clear that it is the discretion of the management to allow a workman to continue after the age of 58 for a period of two years subject to the condition that he is medically fit. Even if he is medically fit then also it is left to the discretion of the management to grant extension of service. It was so held by the Hon'ble High Court of Kerala vide judgment dated 12.10.1994 in OP 13568/1994M, certified copy of which was marked as Ext.M10. Reliance was placed by this Tribunal on that judgment while deciding Ext.M11 case. From the wording in clause 12(c) itself it is apparently clear that the workman cannot claim extension of retirement age as of right and it is the absolute discretion of the management to grant extension of service. The Long Term Settlement 1990 is not produced in this case to support the claim of extension of service.

10. The workman is not entitled to claim extension of service beyond the age of 58 based on customary concession or the Standing Orders, 1980 or the Long Term Settlement, 1990. Hence I find that the action of the management in not granting extension of service to the workman though medically fit is justified. So the workman is not entitled to any relief.

11. In the result an award is passed holding that the action of the management in not granting customary extension of service to Shri J Muthupilla Chettiar, W No.1300, in spite of being medically fit, by two years from 01.06.2009 is justified and the workman is not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of June, 2014.

D. SREEVALLABHAN, Presiding Officer

#### APPENDIX

**Witnesses for the Union** - NIL

**Witnesses for the Management** - NIL

**Exhibits for the Union** - NIL

#### Exhibits for the Management :

- |     |   |   |
|-----|---|---|
| M1  | - | True copy of the Standing Orders dated 21.05.1980   |
| M2  | - | True copy of the letter No.156/H3/89/ID dated 07.05.1990 of the Govt. of Kerala   |
| M3  | - | True copy of Profit and Loss Account for the year ended on 31.03.2007   |
| M4  | - | True copy of the letter No.PL/D/PER/1529/2003 dated 06.11.2003 addressed to Shri V N Ramachandran Pillai                                  |
| M5  | - | True copy of the letter No.PL/C/RET/1128/2006 dated 15.02.2006 addressed to Shri C Venugopalan Nair                                       |
| M6  | - | True copy of the letter No.PL/D/PER/1529/2004 dated 04.11.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration) |
| M7  | - | True copy of the letter No.PL/D/PER/1240/2004 dated 12.01.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration) |
| M8  | - | True copy of the letter dated 03.02.2006 addressed to the Chief Production Manager by the Manager(Personnel & Administration)             |
| M9  | - | True copy of the letter dated 08.05.2003 addressed to the Chief Production Manager by the Manager(Personnel & Administration)             |
| M10 | - | True copy of the judgment dated 12.10.1994 in OP No.13568/1994-M of the Hon'ble High Court of Kerala, Ernakulam                           |
| M11 | - | True copy of the Award dated 31.07.2009 in ID 23/2008 of the Hon'ble CGIT-cum-Labour Court, Ernakulam                                     |
| M12 | - | True copy of letter No.PL/D/RET/88 dated Nil addressed to the Materials Manager by the Deputy Manager(Personnel & Administration)         |



- M13 - True copy of Minutes of the union meeting held on 04.02.2007
- M14 - True copy of Minutes of the 344th meeting of the Board of Directors held on 25.06.2007
- M15 - True copy of the MD's Order No.23/2007 dated 05.07.2007

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2113.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रावणकोर टाइटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 40/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-43012/15/2009-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2113.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 40/2009) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workman, which was received by the Central Government on 14/07/2014.

[No. L-43012/15/2009-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT :

Shri.D.Sreevallabhan, B.Sc., LL.B, Presiding Officer

(Wednesday the 18th day of June, 2014/28th Jyaishta, 1936)

#### ID 40/2009

Union : The General Secretary Titanium Products Labour Union INTUC House, Kunnumpuram Thiruvananthapuram - 695001

Management : The Managing Director Travancore Titanium Products Ltd. Post Box No. 1, Thiruvananthapuram - 695021

This case coming up for final hearing on 13.06.2014 and this Tribunal-cum-Labour Court on 18.06.2014 passed the following:

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), the Government of India/Ministry of Labour has referred the industrial dispute to this tribunal for adjudication as per Order No-L-43012/15/2009-IR(M) dated 26.10.2009.

#### 2. The dispute is:

“Whether the action of the management of M/s Travancore Titanium Products, Trivandrum in not granting customary concession of extension of service to the following 7 workers from the date of attaining the age of 58 years in spite of being medically fit is justified? What relief the workmen are entitled to ?”

Sl. No.	Name of the employee with Work Number	Designation	Date of retirement
1	Smt Carmel Sosamma, W. No.9298	Canteen Mazdoor	31.05.2009
2	Shri Sunnajan S E, W. No.9282	Assistant Cook	31.05.2009
3	Shri George M, W. No.1388	Process Operator	31.05.2009
4	Shri Mohd.Asraf A, W. No.1647	Sr.Boiler Attendant	30.04.2009
5	Shri Raja Mohaman Nair, W. No.1654	Fitter	31.05.2009
6	Shri Sekharan V, W. No.1591	Rigger	31.05.2009
7	Shri Sarasakshan, W. No.1200	Charge Hand Operator	30.04.2009

3. After appearance union filed claim statement alleging that the management, after refusing the request made by the workmen to continue in service upto the age of 60 years on medical fitness, removed them prematurely from service at the age of 58 and in violation of clause 12(c) of the prevailing Standing Orders, Item No.34 of the Long Term Settlement dated 15.05.1990, the customary practice and all other norms regarding the retirement age

and hence they are to be appropriately compensated for the loss of salary and other benefits.

4. Management filed written statement contending that a workman has no right to claim extension of service beyond the retirement age of 58 years and it is within the absolute discretion of the management to grant extension of service. No workman was given extension from April, 2007 to May, 2010 due to financial crisis. Management has not violated any of the rules and there is no question of any customary concession for granting extension. Identical industrial dispute was considered by this Tribunal in ID No. 23/2008 and it was found that the action of the management in not granting extension of service beyond the age of 58 years is legal and justified. The discretionary power of the management as per clause 12(c) of the Standing Orders was considered by the Hon'ble High Court of Kerala in OP No. 13568/1994-M filed by one Mr. P. M. Kurian who was an employee of the management and the OP was dismissed after holding that clause 12(c) gives discretion to the management to extend the service up to a maximum period of two years if he is certified fit for such extended service and that even if a person is certified fit for such extended service that by itself is no reason to enable him to get extension since it is for the management to decide whether they should exercise their discretion and grant extension. The retirement age of the workman as per the Standing Orders, 1980 is 58 years and he/she cannot as a matter of right claim extension of service and it is the management to decide whether he/she is to be granted extension beyond the retirement age. The workmen had retired from service in accordance with the Rules and hence they are not entitled to any relief.

5. Union did not file any rejoinder in spite of the opportunity given for that purpose.

6. After the submission of the pleadings the case was adjourned for adducing evidence. In spite of several adjournments union was continuously absenting without any representation and hence set ex-parte. Management filed affidavit. The documents produced from the side of the management were marked as Exts.M1 to M15.

7. The dispute is as to the justifiability of the action of the management in not granting customary concession of extension of service to the seven workmen for two years after the retirement age of 58 even when they are medically fit. There is no specific plea with regard to any customary concession in the claim statement. In the written statement it is specifically contended that there is no customary concession enabling the workmen to make claim for extension of service beyond the age of 58. Union has not adduced any evidence to prove it and there is no material to satisfy that there was any such customary concession for extension of service after the retirement age of 58 years. Ext.M11 is the copy of the judgment dated 31.07.2009 in

ID No. 23/2008 of this Tribunal and from which it can be seen that it was also a matter in issue in that case and it was found by this Tribunal that there is no question of any customary concession as there are specific provisions in the Standing Orders as well as in the Long Term Settlement with regard to the extension of service beyond the age of 58. The union and the management in this case were parties in that case and hence the finding is binding since there is nothing to show that there was any challenge against that decision in that case and the same has not become final. There is no reason to hold that there is any customary concession which enables the workmen to claim extension of service after the retirement age.

8. In para 5 of the claim statement it is specifically alleged that the claim of extension of service is as per clause 12(c) of the prevailing Standing Orders and Item No. 34 of the Long Term Settlement dated 15.05.1990. The copy of the Standing Orders, 1980 was marked as Ext.M1 and clause 12(c) contained in it reads thus:

“A workman who is at present covered by the provisions of Standing Orders for workmen will retire on completion of the age of 58 and a workman who is now covered under the Standing Orders for staff will retire on completion of the age of 60. The management may however extend the service of a workman up to a maximum period of 2 years beyond his normal age of retirement as given above, at the discretion of the Management if he is certified fit for such extended service by the ESI Medical Officer or such other competent authority in the case of those who are not covered by the ESI Act.”

9. It is expressly clear that it is the discretion of the management to allow a workman to continue after the age of 58 for a period of two years subject to the condition that he is medically fit. Even if he is medically fit then also it is left to the discretion of the management to grant extension of service. It was so held by the Hon'ble High Court of Kerala vide judgment dated 12.10.1994 in OP No. 13568/1994-M, certified copy of which was marked as Ext.M10. Reliance was placed by this Tribunal on that judgment while deciding Ext.M11 case. From the wording in clause 12(c) itself it is apparently clear that the workmen cannot claim extension of retirement age as of right and it is the absolute discretion of the management to grant extension of service. The Long Term Settlement 1990 is not produced in this case to support the claim of extension of service.

10. The workmen are not entitled to claim extension of service beyond the age of 58 based on customary concession or the Standing Orders, 1980 or the Long Term Settlement, 1990. Hence I find that the action of the management in not granting extension of service to the

seven workmen though medically fit is justified. So the workmen are not entitled to any relief.

11. In the result an award is passed holding that the action of the management in not granting customary extension of service to the seven workmen listed in the Schedule, in spite of being medically fit, by two years beyond the age of 58 years is justified and the workmen are not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of June, 2014.

D. SREEVALLABHAN, Presiding Officer

#### APPENDIX

Witnesses for the Union - NIL

Witnesses for the Management - NIL

Exhibits for the Union - NIL

#### Exhibits for the Management :

- M1 - True copy of the Standing Orders dated 21.05.1980
- M2 - True copy of the letter No.156/H3/89/ID dated 07.05.1990 of the Govt. of Kerala
- M3 - True copy of Profit and Loss Account for the year ended on 31.03.2007
- M4 - True copy of the letter No.PL/D/PER/1529/2003 dated 06.11.2003 addressed to Shri V. N. Ramachandran Pillai
- M5 - True copy of the letter No.PL/C/RET/1128/2006 dated 15.02.2006 addressed to Shri C. Venugopalan Nair
- M6 - True copy of the letter No.PL/D/PER/1529/2004 dated 04.11.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M7 - True copy of the letter No.PL/D/PER/1240/2004 dated 12.01.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M8 - True copy of the letter dated 03.02.2006 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M9 - True copy of the letter dated 08.05.2003 addressed to the Chief Production Manager by the Manager(Personnel & Administration)

- M10 - True copy of the judgment dated 12.10.1994 in OP No.13568/1994-M of the Hon'ble High Court of Kerala, Ernakulam
- M11 - True copy of the Award dated 31.07.2009 in ID No. 23/2008 of the Hon'ble CGIT-cum-Labour Court, Ernakulam
- M12 - True copy of letter No.PL/D/RET/88 dated Nil addressed to the Materials Manager by the Deputy Manager(Personnel & Administration)
- M13 - True copy of Minutes of the union meeting held on 04.02.2007
- M14 - True copy of Minutes of the 344th meeting of the Board of Directors held on 25.06.2007
- M15 - True copy of the MD's Order No.23/2007 dated 05.07.2007

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2114.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रावणकोर टाइटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 43/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-43012/17/2009-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2114.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 43/2009) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workman, which was received by the Central Government on 14/07/2014.

[No. L-43012/17/2009-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT:

Shri D. Sreevallabhan, B.Sc., LL.B, Presiding Officer

(Wednesday the 18th day of June, 2014/28th Jyaishta, 1936)

**ID 43/2009**

Union : The General Secretary,  
Titanium Products Labour Union  
INTUC House, Kunnumpuram  
Thiruvananthapuram - 695001

Management : The Managing Director,  
Travancore Titanium Products Ltd.  
Post Box No. 1,  
Thiruvananthapuram - 695021

This case coming up for final hearing on 13.06.2014 and this Tribunal-cum-Labour Court on 18.06.2014 passed the following:

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), the Government of India/Ministry of Labour has referred the industrial dispute to this tribunal for adjudication as per Order No. L-43012/17/2009-IR(M) dated 03.11.2009.

2. The dispute is :

“Whether the action of the management of M/s Travancore Titanium Products, Trivandrum in not granting customary concession of extension of service to Shri Bose M. Paret, W. No.907, by two years from 01.10.2009 in spite of being medically fit is justified? What relief the workman is entitled to?”

3. After appearance union filed claim statement alleging that the management, after refusing the request made by the workman to continue in service up to the age of 60 years on medical fitness, removed him prematurely from service at the age of 58 in violation of clause 12(c) of the prevailing Standing Orders, Item No. 34 of the Long Term Settlement dated 15.05.1990, the customary practice and all other norms regarding the retirement age and hence he is to be appropriately compensated for the loss of salary and other benefits.

4. Management filed written statement contending that a workman has no right to claim extension of service beyond the retirement age of 58 years and it is within the absolute discretion of the management to grant extension of service. No workman was given extension from April, 2007 to May, 2010 due to financial crisis. Management has not violated any of the rules and there is no question of any customary concession for granting extension. Identical industrial dispute was considered by this Tribunal in ID 23/2008 and it was found that the action of the management in not granting extension of service

beyond the age of 58 years is legal and justified. The discretionary power of the management as per clause 12(c) of the Standing Orders was considered by the Hon'ble High Court of Kerala in OP No.13568/1994-M filed by one Mr.P M Kurian who was an employee of the management and the OP was dismissed after holding that clause 12(c) gives discretion to the management to extend the service upto a maximum period of two years if he is certified fit for such extended service and that even if a person is certified fit for such extended service that by itself is no reason to enable him to get extension since it is for the management to decide whether they should exercise their discretion and grant extension. The retirement age of the workman as per the Standing Orders, 1980 is 58 years and he cannot as a matter of right claim extension of service and it is the management to decide whether he is to be granted extension beyond the retirement age. The workman had retired from service in accordance with the Rules and hence he is not entitled to any relief.

5. Union did not file any rejoinder in spite of the opportunity given for that purpose.

6. After the submission of the pleadings the case was adjourned for adducing evidence. In spite of several adjournments union was continuously absenting without any representation and hence set ex-parte. Management filed affidavit. The documents produced from the side of the management were marked as Exts.M1 to M15.

7. The dispute is as to the justifiability of the action of the management in not granting customary concession of extension of service to the workman for two years from 01.10.2009 even when he is medically fit. There is no specific plea with regard to any customary concession in the claim statement. In the written statement it is specifically contended that there is no customary concession enabling the workman to make claim for extension of service beyond the age of 58. Union has not adduced any evidence to prove it and there is no material to satisfy that there was any customary concession for extension of service after the retirement age of 58 years. Ext.M11 is the copy of the judgment dated 31.07.2009 in ID 23/2008 of this Tribunal and from which it can be seen that it was also a matter in issue in that case and it was found by this Tribunal that there is no question of any customary concession as there are specific provisions in the Standing Orders as well as in the Long Term Settlement with regard to the extension of service beyond the age of 58. The union and the management in this case were parties in that case and hence the finding is binding since there is nothing to show that there was any challenge against that decision in that case and the same has not become final. There is no reason to hold that there is any customary concession which enables the workman to claim extension of service after the retirement age.



8. In para 5 of the claim statement it is specifically alleged that the claim of extension of service is as per clause 12(c) of the prevailing Standing Orders and Item No.34 of the Long Term Settlement dated 15.05.1990. The copy of the Standing Orders, 1980 was marked as Ext.M1 and clause 12(c) contained in it reads thus:

“A workman who is at present covered by the provisions of Standing Orders for workmen will retire on completion of the age of 58 and a workman who is now covered under the Standing Orders for staff will retire on completion of the age of 60. The management may however extend the service of a workman up to a maximum period of 2 years beyond his normal age of retirement as given above, at the discretion of the Management if he is certified fit for such extended service by the ESI Medical Officer or such other competent authority in the case of those who are not covered by the ESI Act.”

9. It is expressly clear that it is the discretion of the management to allow a workman to continue after the age of 58 for a period of two years subject to the condition that he is medically fit. Even if he is medically fit then also it is left to the discretion of the management to grant extension of service. It was so held by the Hon'ble High Court of Kerala vide judgment dated 12.10.1994 in OP 13568/1994-M, certified copy of which was marked as Ext.M10. Reliance was placed by this Tribunal on that judgment while deciding Ext.M11 case. From the wording in clause 12(c) itself it is apparently clear that the workman cannot claim extension of retirement age as of right and it is the absolute discretion of the management to grant extension of service. The Long Term Settlement 1990 is not produced in this case to support the claim of extension of service.

10. The workman is not entitled to claim extension of service beyond the age of 58 based on customary concession or the Standing Orders, 1980 or the Long Term Settlement, 1990. Hence I find that the action of the management in not granting extension of service to the workman though medically fit is justified. So the workman is not entitled to any relief.

11. In the result an award is passed holding that the action of the management in not granting customary extension of service to Shri Bose M. Paret, W. No.907, in spite of being medically fit, by two years from 01.10.2009 is justified and the workman is not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of June, 2014.

D. SREEVALLABHAN, Presiding Officer

## APPENDIX

**Witnesses for the Union** - NIL

**Witnesses for the Management** - NIL

**Exhibits for the Union** - NIL

### Exhibits for the Management :

- M1 - True copy of the Standing Orders dated 21.05.1980
- M2 - True copy of the letter No.156/H3/89/ID dated 07.05.1990 of the Govt. of Kerala
- M3 - True copy of Profit and Loss Account for the year ended on 31.03.2007
- M4 - True copy of the letter No.PL/D/PER/1529/2003 dated 06.11.2003 addressed to Shri V. N. Ramachandran Pillai
- M5 - True copy of the letter No.PL/C/RET/1128/2006 dated 15.02.2006 addressed to Shri C. Venugopalan Nair
- M6 - True copy of the letter No.PL/D/PER/1529/2004 dated 04.11.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M7 - True copy of the letter No.PL/D/PER/1240/2004 dated 12.01.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)
- M8 - True copy of the letter dated 03.02.2006 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M9 - True copy of the letter dated 08.05.2003 addressed to the Chief Production Manager by the Manager(Personnel & Administration)
- M10 - True copy of the judgment dated 12.10.1994 in OP No.13568/1994-M of the Hon'ble High Court of Kerala, Ernakulam
- M11 - True copy of the Award dated 31.07.2009 in ID 23/2008 of the Hon'ble CGIT-cum-Labour Court, Ernakulam
- M12 - True copy of letter No.PL/D/RET/88 dated Nil addressed to the Materials Manager by the Deputy Manager(Personnel & Administration)
- M13 - True copy of Minutes of the union meeting held on 04.02.2007
- M14 - True copy of Minutes of the 344th meeting of the Board of Directors held on 25.06.2007

M15 - True copy of the MD's Order No.23/2007 dated 05.07.2007

नई दिल्ली, 23 जुलाई, 2014

**का.आ. 2115.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार त्रावणकोर टाइटेनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या 39/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/07/2014 को प्राप्त हुआ था।

[सं. एल-43012/14/2009-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2014

**S.O. 2115.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 39/2009) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd. and their workmen, which was received by the Central Government on 14/07/2014.

[No. L-43012/14/2009-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

#### PRESENT:

Shri.D. Sreevallabhan, B.Sc., LL.B, Presiding Officer  
(Wednesday the 18th day of June, 2014/28th Jyaishta,  
1936)

#### ID 39/2009

Union : The General Secretary,  
Titanium Products Labour Union  
INTUC House, Kunnumpuram  
Thiruvananthapuram - 695001

Management : The Managing Director,  
Travancore Titanium Products Ltd.  
Post Box No. 1,  
Thiruvananthapuram - 695021

This case coming up for final hearing on 13.06.2014 and this Tribunal-cum-Labour Court on 18.06.2014 passed the following :

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), the Government of India/ Ministry of Labour has referred the industrial dispute to this tribunal for adjudication as per Order No. L-43012/14/2009-IR(M) dated 26.10.2009.

#### 2. The dispute is :

“Whether the action of the management of M/s Travancore Titanium Products, Trivandrum in not granting customary concession of extension of service to Shri Thomas Fernandes, W. No.1559, in spite of being medically fit by two years from 1/1/2009 is justified? What relief the workman is entitled to?”

3. After appearance union filed claim statement alleging that the management, after refusing the request made by the workman to continue in service upto the age of 60 years on medical fitness, removed him prematurely from service at the age of 58 in violation of clause 12(c) of the prevailing Standing Orders, Item No.34 of the Long Term Settlement dated 15.05.1990, the customary practice and all other norms regarding the retirement age and hence he is to be appropriately compensated for the loss of salary and other benefits.

4. Management filed written statement contending that a workman has no right to claim extension of service beyond the retirement age of 58 years and it is within the absolute discretion of the management to grant extension of service. No workman was given extension from April, 2007 to May, 2010 due to financial crisis. Management has not violated any of the rules and there is no question of any customary concession for granting extension. Identical industrial dispute was considered by this Tribunal in ID 23/2008 and it was found that the action of the management in not granting extension of service beyond the age of 58 years is legal and justified. The discretionary power of the management as per clause 12(c) of the Standing Orders was considered by the Hon'ble High Court of Kerala in OP No.13568/1994-M filed by one Mr.PM Kurian who was an employee of the management and the OP was dismissed after holding that clause 12(c) gives discretion to the management to extend the service upto a maximum period of two years if he is certified fit for such extended service and that even if a person is certified fit for such extended service that by itself is no reason to enable him to get extension since it is for the management to decide whether they should exercise their discretion and grant extension. The retirement age of the workman as per the Standing Orders, 1980 is 58 years and he cannot as a matter of right claim extension of service and it is the management to decide whether he is to be granted

extension beyond the retirement age. The workman had retired from service in accordance with the Rules and hence he is not entitled to any relief.

5. Union did not file any rejoinder in spite of the opportunity given for that purpose.

6. After the submission of the pleadings the case was adjourned for adducing evidence. In spite of several adjournments union was continuously absenting without any representation and hence set ex-parte. Management filed affidavit. The documents produced from the side of the management were marked as Exts.M1 to M15.

7. The dispute is as to the justifiability of the action of the management in not granting customary concession of extension of service to the workman for two years from 01.01.2009 even when he is medically fit. There is no specific plea with regard to any customary concession in the claim statement. In the written statement it is specifically contended that there is no customary concession enabling the workman to make claim for extension of service beyond the age of 58. Union has not adduced any evidence to prove it and there is no material to satisfy that there was any such customary concession for extension of service after the retirement age of 58 years. Ext.M11 is the copy of the judgment dated 31.07.2009 in ID 23/2008 of this Tribunal and from which it can be seen that it was also a matter in issue in that case and it was found by this Tribunal that there is no question of any customary concession as there are specific provisions in the Standing Orders as well as in the Long Term Settlement with regard to the extension of service beyond the age of 58. The union and the management in this case were parties in that case and hence the finding is binding since there is nothing to show that there was any challenge against that decision in that case and the same has not become final. There is no reason to hold that there is any customary concession which enables the workman to claim extension of service after the retirement age.

8. In para 5 of the claim statement it is specifically alleged that the claim of extension of service is as per clause 12(c) of the prevailing Standing Orders and Item No.34 of the Long Term Settlement dated 15.05.1990. The copy of the Standing Orders, 1980 was marked as Ext.M1 and clause 12(c) contained in it reads thus:

“A workman who is at present covered by the provisions of Standing Orders for workmen will retire on completion of the age of 58 and a workman who is now covered under the Standing Orders for staff will retire on completion of the age of 60. The management may however extend the service of a workman upto a maximum period of 2 years beyond his normal age of retirement as given above, at the discretion of the Management if he is certified fit for

such extended service by the ESI Medical Officer or such other competent authority in the case of those who are not covered by the ESI Act.”

9. It is expressly clear that it is the discretion of the management to allow a workman to continue after the age of 58 for a period of two years subject to the condition that he is medically fit. Even if he is medically fit then also it is left to the discretion of the management to grant extension of service. It was so held by the Hon'ble High Court of Kerala vide judgment dated 12.10.1994 in OP 13568/1994M, certified copy of which was marked as Ext.M10. Reliance was placed by this Tribunal on that judgment while deciding Ext.M11 case. From the wording in clause 12(c) itself it is apparently clear that the workman cannot claim extension of retirement age as of right and it is the absolute discretion of the management to grant extension of service. The Long Term Settlement 1990 is not produced in this case to support the claim of extension of service.

10. The workman is not entitled to claim extension of service beyond the age of 58 based on customary concession or the Standing Orders, 1980 or the Long Term Settlement, 1990. Hence I find that the action of the management in not granting extension of service to the workman though medically fit is justified. So the workman is not entitled to any relief.

11. In the result an award is passed holding that the action of the management in not granting customary extension of service to Shri Thomas Fernandes, W No.1559, in spite of being medically fit, by two years from 01.01.2009 is justified and the workman is not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of June, 2014.

D. SREEVALLABHAN, Presiding Officer

#### APPENDIX

**Witnesses for the Union** - NIL

**Witnesses for the Management** - NIL

**Exhibits for the Union** - NIL

#### **Exhibits for the Management :**

M1 - True copy of the Standing Orders dated 21.05.1980

M2 - True copy of the letter No.156/H3/89/ID dated 07.05.1990 of the Govt. of Kerala

M3	-	True copy of Profit and Loss Account for the year ended on 31.03.2007	M9	-	True copy of the letter dated 08.05.2003 addressed to the Chief Production Manager by the Manager (Personnel & Administration)
M4	-	True copy of the letter No.PL/D/PER/1529/2003 dated 06.11.2003 addressed to Shri V N Ramachandran Pillai	M10	-	True copy of the judgment dated 12.10.1994 in OP No.13568/1994-M of the Hon'ble High Court of Kerala, Ernakulam
M5	-	True copy of the letter No.PL/C/RET/1128/2006 dated 15.02.2006 addressed to Shri C Venugopalan Nair	M11	-	True copy of the Award dated 31.07.2009 in ID 23/2008 of the Hon'ble CGIT-cum-Labour Court, Ernakulam
M6	-	True copy of the letter No.PL/D/PER/1529/2004 dated 04.11.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)	M12	-	True copy of letter No.PL/D/RET/88 dated Nil addressed to the Materials Manager by the Deputy Manager(Personnel & Administration)
M7	-	True copy of the letter No.PL/D/PER/1240/2004 dated 12.01.2004 addressed to the Chief Engineer by the Manager(Personnel & Administration)	M13	-	True copy of Minutes of the union meeting held on 04.02.2007
M8	-	True copy of the letter dated 03.02.2006 addressed to the Chief Production Manager by the Manager(Personnel & Administration)	M14	-	True copy of Minutes of the 344th meeting of the Board of Directors held on 25.06.2007
			M15	-	True copy of the MD's Order No.23/2007 dated 05.07.2007.